

SOLICITATION, OFFER AND AWARD			1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING D0	PAGE OF PAGES 1 62	
2. CONTRACT NO.		3. SOLICITATION NO. N00174-03-R-0010		4. TYPE OF SOLICITATION [] SEALED BID (IFB) [X] NEGOTIATED (RFP)	5. DATE ISSUED 13 Feb 2003		6. REQUISITION/PURCHASE NO.
7. ISSUED BY NAVSEA INDIAN HEAD 101 STRAUSS AVE. ATTN: LEVONSON (BUDDY) WHITE INDIAN HEAD MD 20640-5035			CODE N00174	8. ADDRESS OFFER TO (If other than Item 7) See Item 7		CODE	TEL: FAX:
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".							
SOLICITATION							
9. Sealed offers in original and <u>2</u> copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in <u>Building 1558</u> until <u>15 00</u> local time <u>13 Mar 2003</u> (Hour) (Date)							
CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.							
10. FOR INFORMATION CALL:		A. NAME LEVONSON (BUDDY) WHITE		B. TELEPHONE (Include area code) (NO COLLECT CALLS) 301/744-6687		C. E-MAIL ADDRESS whitelm@ih.navy.mil	
11. TABLE OF CONTENTS							
(X)	SEC.	DESCRIPTION		PAGE(S)	(X)	SEC.	DESCRIPTION
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OFFER (Must be fully completed by offeror)							
NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.							
12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.							
13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)							
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):				AMENDMENT NO.		DATE	
15A. NAME AND ADDRESS OF OFFEROR		CODE	FACILITY		16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)		
15B. TELEPHONE NO (Include area code)		15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. <input type="checkbox"/>		17. SIGNATURE		18. OFFER DATE	
AWARD (To be completed by Government)							
19. ACCEPTED AS TO ITEMS NUMBERED		20. AMOUNT		21. ACCOUNTING AND APPROPRIATION			
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)()				23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)		ITEM	
24. ADMINISTERED BY (If other than Item 7)		CODE	25. PAYMENT WILL BE MADE BY		CODE		
26. NAME OF CONTRACTING OFFICER (Type or print)				27. UNITED STATES OF AMERICA (Signature of Contracting Officer)		28. AWARD DATE	

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

SECTION B Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	MK 22 NOZZLES				
	FFP - FFP - IAW DRAWINGS 525-174-0132 REV J.				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AA		20.00	Each		
	FFP - FFP - Same as Item 0001 - First Article				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AB		5,000.00	Each		
	FFP - FFP - Same as Item 0001 - Production Quantity w/ First Article				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AC		5,000.00	Each		
	FFP - FFP - Same as Item 0001 - Production Quantity w/ First Article Waived				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002					
	FFP - Data IAW DD Form 1423, Section "J"				
	FFP				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003					
	MK 22 NOZZLES				
	FFP - FFP - IAW DRAWINGS 525-174-0132 REV J AND STATEMENT OF WORK. THE FOLLOWING SUBCLINS ARE FOR STEPLADDER PRICING. ONLY ONE SUBCLIN WILL BE EXERCISED.				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AA		1,000.00	Each		
	FFP - FFP - Step Ladder Quantity - Same as Item 0003				
					<hr/>
					NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AB		1,400.00	Each		
	FFP - FFP - Step Ladder Quantity - Same as Item 0003				
					<hr/>
					NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AC		2,000.00	Each		
	FFP - FFP - Step Ladder Quantity - Same as Item 0003				
					<hr/>
					NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AD		3,000.00	Each		
	FFP - FFP - Step Ladder Quantity - Same as Item 0003				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004					
	FFP - Data IAW DD Form 1423, Section "J"				
	FFP				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005					
	MK 22 NOZZLES				
	FFP - FFP - IAW DRAWINGS 525-174-0132 REV J AND STATEMENT OF				
	WORK. THE FOLLOWING SUBCLINS ARE FOR STEPLADDER				
	PRICING. ONLY ONE SUBCLIN WILL BE EXERCISED.				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AA		1,000.00	Each		
	FFP - FFP - Step Ladder Quantity - Same as Item 0005				
					<hr/>
					NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AB		1,400.00	Each		
	FFP - FFP - Step Ladder Quantity - Same as Item 0005				
					<hr/>
					NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AC		2,000.00	Each		
	FFP - FFP - Step Ladder Quantity - Same as Item 0005				
					<hr/>
					NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AD	FFP - FFP - Step Ladder	3,000.00	Each		
	Quantity - Same as Item 0005				
					<hr/>
NET AMT					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006	FFP - Data IAW DD Form 1423, Section "J"				
	FFP				
					<hr/>
NET AMT					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007	MK 22 NOZZLES				
	FFP - FFP - IAW DRAWINGS 525-174-0132 REV J AND STATEMENT OF WORK. THE FOLLOWING SUBCLINS ARE FOR STEPLADDER PRICING. ONLY ONE SUBCLIN WILL BE EXERCISED.				
					<hr/>
NET AMT					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007AA		1,000.00	Each		
	FFP - FFP - Step Ladder Quantity - Same as Item 0007				
					<hr/>
					NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007AB		1,400.00	Each		
	FFP - FFP - Step Ladder Quantity - Same as Item 0007				
					<hr/>
					NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007AC		2,000.00	Each		
	FFP - FFP - Step Ladder Quantity - Same as Item 0007				
					<hr/>
					NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007AD	FFP - FFP - Step Ladder	3,000.00	Each		
	Quantity - Same as Item 0007				
					<hr/>
					NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0008	FFP - Data IAW DD Form 1423, Section "J"				
	FFP				
					<hr/>
					NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0009	MK 22 NOZZLES				
	FFP - FFP - IAW DRAWINGS 525-174-0132 REV J AND STATEMENT OF WORK. THE FOLLOWING SUBCLINS ARE FOR STEPLADDER PRICING. ONLY ONE SUBCLIN WILL BE EXERCISED.				
					<hr/>
					NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0009AA	FFP - FFP - Step Ladder	1,000.00	Each		
Quantity - Same as Item 0009					
					<hr/>
					NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0009AB	FFP - FFP - Step Ladder	1,400.00	Each		
Quantity - Same as Item 0009					
					<hr/>
					NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0009AC	FFP - FFP - Step Ladder	2,000.00	Each		
Quantity - Same as Item 0009					
					<hr/>
					NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0009AD		3,000.00	Each		
	FFP - FFP - Step Ladder Quantity - Same as Item 0009				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0010					
	FFP - Data IAW DD Form 1423, Section "J"				
	FFP				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0011					
	MK 22 NOZZLES				
	FFP - FFP - IAW DRAWINGS 525-174-0132 REV J AND STATEMENT OF				
	WORK. THE FOLLOWING SUBCLINS ARE FOR STEPLADDER				
	PRICING. ONLY ONE SUBCLIN WILL BE EXERCISED.				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0011AA		1,000.00	Each		
	FFP - FFP - Step Ladder Quantity - Same as Item 0011				
					<hr/>
					NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0011AB		1,400.00	Each		
	FFP - FFP - Step Ladder Quantity - Same as Item 0011				
					<hr/>
					NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0011AC		2,000.00	Each		
	FFP - FFP - Step Ladder Quantity - Same as Item 0011				
					<hr/>
					NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0011AD		3,000.00	Each		
	FFP - FFP - Step Ladder	Quantity - Same as Item 0011			

NET AMT

SECTION C Descriptions and Specifications

CLAUSES INCORPORATED BY FULL TEXT

STATEMENT OF WORK:**1.0 REQUIREMENT**

The manufacturer is to produce end item MK 22 Nozzles in accordance with drawing 525-74-132 Rev J.

1.1 DETAILED SOW FOR MANUFACTURING THE NOZZLES:**a) First Article Samples:**

1. The contractor shall submit twenty (20) first article samples to IHD/NSWC.
2. The twenty (20) units shall be "End Item" as per drawing 525-74-132 Rev J. The units shall be serialized in accordance with Drawing 525-1740132, Rev J.
3. The contractor will send fifteen (15) of the twenty (20) nozzles to IHD/NSWC for dimensional inspection.
4. The contractor will use the remaining five (5) nozzles for tensile bars as mentioned in Drawing 525-174-0132, Rev J. The contractor shall machine two (2) tensile bars from each of the five nozzles for a total of ten (10) tensile bars. The contractor will test five (5) of the ten (10) tensile bars and send the remaining five (5) tensile bars to IHD/NSWC. The tensile bars are to be machined in accordance with Drawing 525-174-0132, Rev J and Figure (1)
5. The acceptance and retest criteria shall be as follows:
 - a. Test Success - All five (5) tensile specimens tested by the contractor must meet the requirements of Drawing 525-174-0132, Rev J.
 - b. Test and Consequent Lot Failure - Either tensile specimen fails to meet the requirements of Drawing 525-174-0132, Rev J. Failure of the tensile test shall result in rejection of the inspection lot.
 - c. No Test - In the event that any of the five (5) tensile bars fail due to internal defects, such as porosity or shrinkage the tensile tests for that nozzle shall be considered a no test. The contractor is responsible for providing additional tensile bars. The same nozzle shall be used for the retest.
6. The remaining pieces of the five (5) nozzles shall be sent to IHD/NSWC along with the fifteen (15) nozzles.
7. All twenty (20) first article nozzles shall be subjected to 100% x-ray and dye penetrate testing.
8. Certifications and data required under this contract for the first article shall be submitted to IHD/NSWC along with the fifteen (15) nozzles.

b) Heat Treatment:

1. All castings shall be heat treated in accordance with AMS 5355 and Drawing 525-174-0132, Rev J as noted below in the following three (3) steps:
 - a. A homogenization heat treatment shall be done at 2100oF+/-25oF (1150oC +/-1SoC). Temperature shall be held for a time not less than 1.5 hours. The castings shall then be air cooled or fan

cooled below 70oF (20oC) with Argon or Nitrogen gas. Quenching with oil or water is not permitted. Two solution heat treats in lieu of a homogenization shall be permitted.

- b. After homogenization, a solution heat treatment must be done at 1900oF +/-25oF (1040oC +/- 15oC). **This temperature must be held for 1 hour** per inch section thickness but not less than 30 minutes, and be air or fan cooled to below 700f (20oC). Quenching is not permitted.
- c. All castings shall then be precipitation heat treated at 1000oF to **achieve a hardness of HRC 34** minimum.
- d. It is noted, that the times at the temperatures listed above are minimums and that adjustments may be necessary to achieve the required mechanical properties of the metal required by Drawing 525-174-0132, Rev J.

c) **Mechanical Properties:**

- 1. The mechanical properties of the nozzle after heat treating shall be:
 - a. 8% elongation (minimum)
 - b. 20% reduction in area (minimum)
 - c. 150 ksi tensile strength (minimum)
 - d. 130 ksi yield strength (minimum)
- 2. In the event that additional nozzles must be machined for an increased level of sampling, the contractor shall be responsible for the cost of the nozzle and the cost of machining tensile bars from the nozzle.

d) **Mechanical Properties Testing Quality Conformance**

- 1. Heat treat batches shall be selected and tested for mechanical properties. The sampling shall occur as shown below:
 - a. The first five (5) production batches. The contractor will select five (5) nozzles for tensile bars as mentioned in Drawing 525-174-0132, Rev J from each of the first five (5) production batches. The contractor shall machine two (2) tensile bars from each of the five (5) nozzles for a total of ten (10) tensile bars from each production batch. The contractor will test five (5) of the ten (10) tensile bars from each production batch and send the remaining five (5) tensile bars to IHD/NSWC. The tensile bars are to be machined in accordance with Drawing 525-174-0132, Rev J and Figure 11. Testing shall continue until five (5) consecutive acceptable batches are produced.
 - b. Once five (5) consecutive batches have passed, the testing shall switch to a sampling basis. One batch in every five (5) shall be tested. The batch selected in the group of five (5) shall be considered a basis of acceptance for all five (5) batches within the group. The one batch to be tested within the group of five shall be selected by IHD/NSWC or its representative.
 - c. If the singular batch fails the required mechanical properties, all batches back to the last accepted sample shall be tested. If an additional batch fails, testing shall continue until five (5) consecutive batches pass. In addition, five (5) batches forward shall be tested. If an additional forward batch fails, testing shall continue until five (5) consecutive batches pass.
 - d. Testing shall revert back to sampling inspection basis, as described above, once inspection requirements are met.

- e. In the event that additional nozzles must be machined for an increased level of sampling, the contractor shall be responsible for the cost of the nozzle and cost of machining the tensile bars from the nozzle.

- e. IHD/NSWC reserves the right to test additional heat treat batches,

e) Weld Repair:

1. Weld repair is allowed and must meet the requirements of Drawing 525-174-0132, Rev J.
2. Weld maps shall be submitted with all units that are weld repaired.
3. Inspection requirement for units that are weld repaired shall be in accordance to Drawing 525-174-0132, Rev J.

f) X-rays:

1. A manufacturer submitted x-ray shooting sketch shall be pre-approved by IHD/NSWC. Once approved, all subsequent x-rays shall follow the shooting sketch unless approved by IHD/NSWC.
2. X-rays shall be done 100%. X-rays and radiographs shall be performed in accordance to Drawing 525-174-0132, Rev J.

g) Dye Penetrant Inspection:

1. Dye penetrant testing 100% in accordance with Drawing 525-174-0132, Rev J and Mil-Std-2175A. It is acceptable if dye penetrant testing is performed after the nozzle is cast and after the nozzle is final machined.

2.0 ORDERING DATA:

- 1) The nozzles must be manufactured in accordance to Drawing 525-125-0132, Revision J.
- 2) This list is not intended to be all inclusive or required, as guidance information. Data items provided by the contractor shall be in accordance with the Contract Data Requirement List (CDRL). Provided is a list of (Advisory) Data Item Descriptions (DIDs).

1.	DI-FORG-81196	Chemical Composition of Materials
2.	DI-NDTI-80809	Test/Inspection Reports
3.	DI-MISC-80678	Process Certifications
4.	DI-MISC-80678	Serial Number Listing
5.	DI-MISC-80678	Weld Certification
6.	DI-ILSS-80386	Weld Map
7.	DI-QCIC-81187	Quality Assurance Program Report
8.	DI-MISC-80678	Certification Data/Report
9.	DI-NDTI-80809	Radiographic Inspection Plan
10.	DI-MECA-80961	First Article Data and Certificates
11.	DI-NDTI-80809	Heat Treat Charts
12.	DI-MISC-80678	Heat Treat Certifications
13.	DI-MISC-80678	X-rays and Read Sheets
14.	DI-MISC-80678	Dye Penetrant Certification
15.	DI-MISC-80678	Mechanical Properties Certification
16.	DI-MISC-80678	Passivation Certification

3.0 GENERAL DATA AND CERTIFICATION REQUIREMENTS:

The following are general requirements and data to be shipped to IHD/NSWC with each shipment.

- A. All nozzles shall be steel stamped in accordance with Delta Note 8 of Drawing 525-174-0132, Rev J. Serialization shall start with the first article nozzles.
- B. All data and certifications shall be traceable to the nozzle four digit contract number and serial number.
- C. The time and temperature records for each heat treat batch This includes records for homogenization, solution, and precipitation heat treatments. If the casting was heated more than once, all temperature records shall be supplied. Identification between the heat treats shall be provided for easy correlation of the castings.
- D. Heat treat certifications for all heat treat batches shall be supplied to IHD/NSWC. If the casting was heat treated more than once, all certifications shall be supplied. At a minimum, the certification shall have the following:
 - 1. Indicate that the nozzles meet the minimum required -mechanical properties of Drawing 525174-0132, Rev J.
 - 2. Identification between the heat treats shall be provided for easy correlation of the castings if heat treat is done more than once.
 - 3. All castings covered by the certification shall be listed by the contract and serial number as specified by Drawing 525-174-0132, Rev J..
 - 4. Times and temperatures during the heat treatment process shall be listed.
- E. Material certification (chemical composition) of the 17-4PH metal shall be supplied with each shipment. At a minimum, the certification shall contain the percentages of the constituents in the metal.
- F. Dye penetrant inspection certification shall be supplied for the nozzles. At a minimum, the certification shall contain the following:
 - 1 Serial numbers covered by the certification.
 - 2. Statement that procedures were done in-accordance with applicable specifications.
- G. All copies of X-rays and X-ray read sheets are to be forwarded to NSWC/IHDIV.
- H. If any of the units were weld repaired, weld maps and weld certification shall be supplied. Weld maps shall at a minimum call out, via sketch, where the nozzle was welded, the nozzle four digit contract number, and serial number. Weld certification shall state that welding was in accordance with Drawing 525-174-0132, Rev J and identify nozzle serial number. The weld maps and weld certifications may be combined on one sheet.
- I. Paint, passivation, visual inspection, and dimensional certifications shall be supplied. At a minimum the required method shall be called out on the certification for batch process. The part shall not be subject to salt spray testing. A blanket certification is acceptable.
- J. A typed listing of serial numbers shall be supplied with each shipment on 8.5 X 11 inch paper. The data shall be typed neatly so it can be scanned into a computer.

K. The content and format for all certifications and data may be defined by the manufacturer. The content and format shall be reviewed during first article testing and changes to the content or format may be required for production shipments.

L. The contractor shall prepare the DD form 375 and form 375c (PRODUCTION PROCESS REPORT) in accordance with the instructions contained on the back of the DD form 375.
Reports shall reflect the status of items 0001AA AND 0001AB.

4.0

DISCLAIMER STATEMENTS:

A. The Government will provide the mold for the nozzles. The molds are provided pursuant to FAR 52.245-17. The Government does not guarantee that these tools will produce acceptable nozzle castings.

SECTION C - continued - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

ITEM (S)- 0002, 0004, 0006, 0008, 0010, 0012, 0014 - DATA REQUIREMENTS (NAVSEA) (SEP 1992)

The data to be furnished hereunder shall be prepared in accordance with the Contract Data Requirements List, DD Form 1423, Exhibit(s) a, attached hereto.

FIRST ARTICLE (CONTRACTOR TESTING) (NAVSEA) (SEP 1990)

- (a) For the purpose of this contract, the "First Article" is synonymous with the terms preproduction model(s) and "preproduction equipment".
- (b) The First Article shall conform in every respect to the requirements of this contract and shall be fully tested by the Contractor at its own expense to determine compliance with said requirements. The production equipment shall be manufactured with tools, material and methods which are the same as or representative of the tools material and methods which were used to manufacture the First Article.
- (c) Pursuant to paragraph (e) of the clause entitled "FIRST ARTICLE APPROVAL-CONTRACTOR TESTING" (FAR 52.209-3), the First Article shall not be delivered as part of the production quantity.*

WAIVER OF FIRST ARTICLE REQUIREMENTS (NAVSEA) (SEP 1990)

If the First Article is waived by the Government, the Contractor shall deliver supplies that are identical or substantially identical to those previously accepted by the Government under the following contract(s):

Contract (s)

N00174-92-C-0111
N00174-98-C-0007

(Offeror to fill in contract number(s), as applicable. See Section M)

SINGLE PROCESS INITIATIVE (NOV 1996)

The Contractor shall comply with those Single Process Initiative (SPI) processes incorporated in this contract and identified as substitutes for specified requirements stipulated herein,

HQ C-1-0001 - DATA REQUIREMENTS (NAVSEA) (SEP 1992)

ITEMS 0002, 0004, 0006, 0008, 0010

The data to be furnished hereunder shall be prepared in accordance with the Contract Data Requirements List, DD Form 1423, Exhibit(s) A, attached hereto.

HQ C-2-0008 - ASSIGNMENT AND USE OF NATIONAL STOCK NUMBERS (NAVSEA) (MAY 1993)

To the extent that National Stock Numbers (NSNs) or preliminary NSNs are assigned by the Government for the identification of parts, pieces, items, subassemblies or assemblies to be furnished under this contract, the Contractor shall

use such NSNs or preliminary NSNs in the preparation of provisioning lists, package labels, packing lists, shipping containers and shipping documents as required by applicable specifications, standards or Data item Descriptions of the contract or as required by orders for spare and repair parts. The cognizant Government Contract Administration Office shall be responsible for providing the Contractor such NSNs or preliminary NSNs which may be assigned and which are not already in possession of the Contractor.

HQ C-2-0027 - FIRST ARTICLE (GOVERNMENT TESTING) (NAVSEA) (SEP 1990)

(a) For the purpose of this contract, the "First Article" is synonymous with the terms "preproduction model(s)" and "preproduction equipment".

(b) The production equipment shall be manufactured with tools, materials and methods which are the same as, or representative of the tools, material and methods which were used to manufacture the First Article. The First Article shall not be delivered for first article approval tests as provided for in the clause of this contract entitled "FIRST ARTICLE APPROVAL--GOVERNMENT TESTING" (FAR 52.209-4) until after the Contractor has fully tested it, at its expense, to determine compliance with said requirements and it has been preliminarily accepted by the Contract Administration Office. The Contractor shall make a record of all data obtained during such tests in such form as is consonant with good engineering practice and furnish five (5) copies thereof. The cover sheet of each copy of this record shall be marked with this contract number and the item identification. One (1) copy shall be furnished to the Contract Administration Office at the time of inspection for preliminary acceptance, one (1) copy shall accompany the First Article on delivery thereof, and three (3) copies shall be furnished to the Naval Sea Systems Command and the time of First Article delivery.

(c) Pursuant to paragraph (e) of the clause entitled "FIRST ARTICLE APPROVAL--GOVERNMENT TESTING", the First Article shall not be delivered as part of the production quantity.

HQ C-2-0038 - PERMITS AND RESPONSIBILITIES (NAVSEA) (SEP 1990)

The Contractor shall, without additional expense to the Government, be responsible for obtaining any necessary licenses and permits, and for complying with any applicable Federal, State, and Municipal laws, codes, and regulations, in connection with any movement over the public highways of overweight/over dimensional materials.

HQ C-2-0051 - SPECIFICATIONS AND STANDARDS (NAVSEA) (AUG 1994)

(a) Definitions.

(i) A "zero-tier reference" is a specification, standard, or drawing that is cited in the contract (including its attachments).

(ii) A "first-tier reference" is either: (1) a specification, standard, or drawing cited in a zero-tier reference, or (2) a specification cited in a first-tier drawing.

(b) Requirements.

All zero-tier and first-tier references, as defined above, are mandatory for use. All lower tier references shall be used for guidance only.

HQ C-2-0062 - WAIVER OF FIRST ARTICLE REQUIREMENTS (NAVSEA) (SEP 1990)

If the First Article is waived by the Government, the Contractor shall deliver supplies that are identical or substantially identical to those previously accepted by the Government under the following contract(s):

Contract(s) _____

(Offeror to fill in contract number(s), as applicable. See Section M)

SECTION D Packaging and Marking

CLAUSES INCORPORATED BY FULL TEXT

HQ D-1-0002 - PACKAGING LANGUAGE (W/O MILITARY SPECIFICATIONS)

Item(s) 0001-0011 - The supplies furnished hereunder shall be packaged in accordance with best commercial practice.

HQ D-2-0004 - IDENTIFICATION MARKING OF PARTS (NAVSEA) (NOV 1996)

Identification marking of individual parts within the systems, equipments, assemblies, subassemblies, components, groups, sets or kits, and of spare and repair parts shall be done in accordance with applicable specifications and drawings. To the extent identification marking of such parts is not specified in applicable specifications or drawings, such marking shall be accomplished in accordance with the following:

- (1) Parts shall be marked in accordance with generally accepted commercial practice.
- (2) In cases where parts are so small as not to permit identification marking as provided above, such parts shall be appropriately coded so as to permit ready identification.

HQ D-2-0006 - MARKING AND PACKING LIST(S) (NAVSEA) (NOV 1996)

(a) Marking. Shipments, shipping containers and palletized unit loads shall be marked in accordance with best commercial practice.

(b) Packing List(s). A packing list (DD Form 250 Material Inspection and Receiving Report may be used) identifying the contents of each shipment, shipping container or palletized unit load shall be provided by the Contractor with each shipment. When a contract line item identified under a single stock number includes an assortment of related items such as kit or set components, detached parts or accessories, installation hardware or material, the packing list(s) shall identify the assorted items.

Where assortment of related items is included in the shipping container, a packing list identifying the contents shall be furnished.

(c) Master Packing List. In addition to the requirements in paragraph (b) above, a master packing list shall be prepared where more than one shipment, shipping container or palletized unit load comprise the contract line item being shipped. The master packing list shall be attached to the number one container and so identified.

(d) Part Identification. All items within the kit, set, installation hardware or material shall be suitably segregated and identified within the unit pack(s) or shipping container by part number and/or national stock number.

IHD 31 - MARKING OF SHIPMENTS (COMMERCIALLY PACKAGED ITEMS)(NAVSEA/IHD) FEB 2000

(a) Marking shall be in accordance with ASTM D 3951-90, "Commercial Packaging of Supplies and Equipment."

(b) Additional markings are stated below:

Contract No:

Bldg: 526

Code: 2310

*Note: When the item is over 1000 lbs the contractor is to stencil the weight on the crate

SECTION E Inspection and Acceptance

CLAUSES INCORPORATED BY REFERENCE:

52.246-2	Inspection Of Supplies--Fixed Price	AUG 1996
52.246-16	Responsibility For Supplies	APR 1984
252.246-7000	Material Inspection And Receiving Report	DEC 1991

CLAUSES INCORPORATED BY FULL TEXT

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	DEST	GOVT	DEST	GOVT
0001AA	DEST	GOVT	DEST	GOVT
0001AB	DEST	GOVT	DEST	GOVT
0001AC	DEST	GOVT	DEST	GOVT
0002	DEST	GOVT	DEST	GOVT
0003	DEST	GOVT	DEST	GOVT
0003AA	DEST	GOVT	DEST	GOVT
0003AB	DEST	GOVT	DEST	GOVT
0003AC	DEST	GOVT	DEST	GOVT
0003AD	DEST	GOVT	DEST	GOVT
0004	DEST	GOVT	DEST	GOVT
0005	DEST	GOVT	DEST	GOVT
0005AA	DEST	GOVT	DEST	GOVT
0005AB	DEST	GOVT	DEST	GOVT
0005AC	DEST	GOVT	DEST	GOVT
0005AD	DEST	GOVT	DEST	GOVT
0006	DEST	GOVT	DEST	GOVT
0007AA	DEST	GOVT	DEST	GOVT
0007AB	DEST	GOVT	DEST	GOVT
0007AC	DEST	GOVT	DEST	GOVT
0007AD	DEST	GOVT	DEST	GOVT
0008	DEST	GOVT	DEST	GOVT
0009AA	DEST	GOVT	DEST	GOVT
0009AB	DEST	GOVT	DEST	GOVT
0009AC	DEST	GOVT	DEST	GOVT
0009AD	DEST	GOVT	DEST	GOVT
0010	DEST	GOVT	DEST	GOVT
0011AA	DEST	GOVT	DEST	GOVT
0011AB	DEST	GOVT	DEST	GOVT
0011AC	DEST	GOVT	DEST	GOVT
0011AD	DEST	GOVT	DEST	GOVT

HQ E-1-0001 - INSPECTION AND ACCEPTANCE LANGUAGE FOR DATA

Inspection and acceptance of all data shall be as specified on the attached Contract Data Requirements List(s), DD Form 1423.

HQ E-2-0005 - INSPECTION AND ACCEPTANCE LANGUAGE FOR F.O.B. DESTINATION (NAVSEA)

Item(s) CLINS 0001 through 0011 - Inspection and acceptance shall be made at destination by a representative of the Government.

IHD 47 - INSPECTION AND ACCEPTANCE TIMEFRAME (NAVSEA/IHD) FEB 2000

Inspection and acceptance of supplies to be furnished under this contract shall be made by the Government within days after receipt of material. Payment will be tendered not later than 30 days after acceptance has occurred.

IHD 49 - INSPECTION AND ACCEPTANCE (DESTINATION) (NAVSEA/IHD) (FEB 2000)

Inspection and acceptance of the supplies or services to be furnished hereunder shall be made at destination by the receiving activity.

SECTION F Deliveries or Performance

CLAUSES INCORPORATED BY REFERENCE:

52.211-17	Delivery of Excess Quantities	SEP 1989
52.242-15	Stop-Work Order	AUG 1989
52.242-17	Government Delay Of Work	APR 1984
52.247-34	F.O.B. Destination	NOV 1991

CLAUSES INCORPORATED BY FULL TEXT

REQUIRED DELIVERY SCHEDULE

CLIN 0001AA Within 90 days After Date of Contract Award

Item No. Quantity of Contract 20

CLIN 0001 AB Within 90 days for the first 1000 units, after Date of Acceptance for the First Article and 1000 units each 90 thereafter until complete.

Item No. Quantity of Contract 5000 w/ First Article

CLIN 0001 AC Within 90 days for the first 2500 units, after Date of Contract and 1000 units each 90 thereafter until complete.

Item No. Quantity of Contract 5000 w/ First Article Waived

OPTION I

CLIN 0005 AA Within 90 days After Date of Exercise of Option

Item No. Quantity of Contract 1000

CLIN 0005 AB Within 150 days After Date of Exercise of Option

Item No. Quantity of Contract 1400

CLIN 0005 AC Within 180 days After Date of Exercise of Option

Item No. Quantity of Contract 2000

CLIN 0005 AD Within 240 days After Date of Exercise of Option

Item No. Quantity of Contract 3000

Note – only one step ladder quantity will be selected for each Option Year**OPTION II**

CLIN 0007 AA Within 90 days After Date of Exercise of Option

Item No. Quantity of Contract 1000

CLIN 0007 AB Within 150 days After Date of Exercise of Option

Item No. Quantity of Contract 1400

CLIN 0007 AC Within 180 days After Date of Exercise of Option

Item No. Quantity of Contract 2000

CLIN 0007 AD Within 240 days After Date of Exercise of Option

Item No. Quantity of Contract 3000

Note – only one step ladder quantity will be selected for each Option Year

OPTION III

CLIN 0009 AA Within 90 days After Date of Exercise of Option

Item No. Quantity of Contract 1000

CLIN 0009 AB Within 150 days After Date of Exercise of Option

Item No. Quantity of Contract 1400

CLIN 0009 AC Within 180 days After Date of Exercise of Option

Item No. Quantity of Contract 2000

CLIN 0009 AD Within 240 days After Date of Exercise of Option

Item No. Quantity of Contract 3000

Note – only one step ladder quantity will be selected for each Option Year

OPTION IV

CLIN 0011 AA Within 90 days After Date of Exercise of Option

Item No. Quantity of Contract 1000

CLIN 0011 AB Within 150 days After Date of Exercise of Option

Item No. Quantity of Contract 1400

CLIN 0011 AC Within 180 days After Date of Exercise of Option

Item No. Quantity of Contract 2000

CLIN 0011 AD Within 240 days After Date of Exercise of Option

Item No. Quantity of Contract 3000

Note – only one step ladder quantity will be selected for each Option Year

(a) The Government will evaluate equally, as regards time of delivery, offers that propose delivery of each quantity within the applicable delivery period specified above. Offers that propose delivery that will not clearly fall within the applicable required delivery period specified above, will be considered nonresponsive and rejected. The Government reserves the right to award under either the required delivery schedule or the proposed delivery schedule, when an offeror offers an earlier delivery schedule than required above. If the offeror proposes no other delivery schedule, the required delivery schedule above will apply.

OFFEROR'S PROPOSED DELIVERY SCHEDULE

CLIN 0001AA Within _ days After Date of Contract Award

Item No. Quantity of Contract 10

CLIN 0001 AB Within _____ days for the first 2500 units, after Date of Acceptance for the First Article and _____ days for the remaining 2500 production units, after acceptance of the first acceptance of the first 5000 units.

Item No. Quantity of Contract 5000 w/ First Article

CLIN 0001 AC Within _____ days for the first 2500 units, after Date of Acceptance for the First Article and _____ days for the remaining 2500 production units, after acceptance of the first acceptance of the first 5000 units.

Item No. Quantity of Contract 5000 w/ First Article Waived

OPTION I

CLIN 0005 AA Within _____ days After Date of Exercise of Option

Item No. Quantity of Contract 1000

CLIN 0005 AB Within _____ days After Date of Exercise of Option

Item No. Quantity of Contract 1400

CLIN 0005 AC Within _____ days After Date of Exercise of Option

Item No. Quantity of Contract 2000

CLIN 0005 AD Within _____ days After Date of Exercise of Option

Item No. Quantity of Contract 3000

Note – only one step ladder quantity will be selected for each Option Year**OPTION II**

CLIN 0007 AA Within _____ days After Date of Exercise of Option

Item No. Quantity of Contract 1000

CLIN 0007 AB Within _____ days After Date of Exercise of Option

Item No. Quantity of Contract 1400

CLIN 0007 AC Within _____ days After Date of Exercise of Option

Item No. Quantity of Contract 2000

CLIN 0007 AD Within _____ days After Date of Exercise of Option

Item No. Quantity of Contract 3000

Note – only one step ladder quantity will be selected for each Option Year

OPTION III

CLIN 0009 AA Within _____ days After Date of Exercise of Option

Item No. Quantity of Contract 1000

CLIN 0009 AB Within _____ days After Date of Exercise of Option

Item No. Quantity of Contract 1400

CLIN 0009 AC Within _____ days After Date of Exercise of Option

Item No. Quantity of Contract 2000

CLIN 0009 AD Within _____ days After Date of Exercise of Option

Item No. Quantity of Contract 3000

Note – only one step ladder quantity will be selected for each Option Year

OPTION IV

CLIN 0011 AA Within _____ days After Date of Exercise of Option

Item No. Quantity of Contract 1000

CLIN 0011 AB Within _____ days After Date of Exercise of Option

Item No. Quantity of Contract 1400

CLIN 0011 AC Within _____ days After Date of Exercise of Option

Item No. Quantity of Contract 2000

CLIN 0011 AD Within _____ days After Date of Exercise of Option

Item No. Quantity of Contract 3000

Note – only one step ladder quantity will be selected for each Option Year

(b) Attention is directed to the Contract Award provision of the solicitation that provided that a written award or acceptance of offer mailed, or otherwise furnished to the successful offeror, results in a binding contract. The Government will mail or otherwise furnish to the offeror an award or notice of award not later than the day award is dated. Therefore, the offeror should compute the time available for performance beginning with the actual date of award, rather than the date the written notice of award is received from the Contracting Officer through the ordinary mails. However, the Government will evaluate an offer that proposes delivery based on the Contractor's date of receipt of the contract or notice of award by adding (1) five calendar days for delivery of the award through the ordinary mails, or (2) one working day if the solicitation states that the contract or notice of award will be transmitted electronically. (The term "working day" excludes weekends and U.S. Federal holidays) If, as so computed, the offered delivery date is later than the required delivery date, the offer will be considered nonresponsive and rejected.

(End of Clause)

IHD 61 - PLACE OF DELIVERY: DESTINATION (NAVSEA/IHD) FEB 2000

(a) The articles to be furnished hereunder shall be delivered all transportation charges paid by the contractor to:

Receiving Officer
Indian Head Division
Naval Sea Systems Command
101 Strauss Avenue
Indian Head, Maryland 20640-5035

(b) Bids submitted on a basis other than F.O.B. Destination will be rejected as non-responsive and proposals may be deemed unacceptable.

SECTION G Contract Administration Data

CLAUSES INCORPORATED BY FULL TEXT

NAPS 5252.232-9000 SUBMISSION OF INVOICES (FIXED PRICE) (JUL 1992)

- (a) "Invoice" as used in this clause does not include contractor requests for progress payments.
- (b) The contractor shall submit original invoices with copies to the address identified in the solicitation/contract award form (SF 26-Block 10; SF 33-Block 23; SF 1447-Block 14), unless delivery orders are applicable, in which case invoices will be segregated by individual order and submitted to the address specified in the order (DD 1155-Block 13 or SF 26-Block 10).
- (c) The use of copies of the Material Inspection and Receiving Report (MIRR), DD Form 250, as an invoice is encouraged. DFARS Appendix F-306 provides instructions for such use. Copies of the MIRR used as an invoice are in addition to the standard distribution stated in DFARS F-401.
- (d) In addition to the requirements of the Prompt Payment clause of this contract, the contractor shall cite on each invoice the contract line item number (CLIN); the contract subline item number (SLIN), if applicable; the accounting classification reference number (ACRN) as identified on the financial accounting data sheets, and the payment terms.
- (e) The contractor shall prepare:
- ☐ * a separate invoice for each activity designated to receive the supplies or services.
 - ☐ a consolidated invoice covering all shipments delivered under an individual order.
 - ☐ either of the above.
- (f) If acceptance is at origin, the contractor shall submit the MIRR or other acceptance verification directly to the designated payment office. If acceptance is at destination, the consignee will forward acceptance verification to the designated payment office.

INVOICE MAILING INSTRUCTIONS

MAIL INVOICES TO: INDIAN HEAD DIVISION, NAVSEA
 COMPTROLLER DEPARTMENT, CODE 21
 ACCOUNTING AND FINANCE DIVISION, BLDG. 1601
 101 STRUASS AVE
 INDIAN HEAD, MD 20640-5035

(End of clause)

HQ G-2-0003 - CONTRACT ADMINISTRATION DATA LANGUAGE (NAVSEA)**(a) Electronic Funds Transfer (EFT) Payment Requirements**

FAR 52.232-33, MANDATORY INFORMATION FOR ELECTRONIC FUNDS TRANSFER PAYMENT, is included in this solicitation/contract. All Contractor payments will be made by EFT unless excepted or otherwise determined by the paying office designated in the contract.

The Contractor must initiate enrollment in EFT by contacting the paying office designated in the contract and requesting form SF 3881, Automated Clearing House (ACH) Vendor/Miscellaneous Payment Enrollment Plan. This form must be completed by the Contractor and their financial institution and returned to the paying office. The paying office will

complete the process and notify the Contractor that EFT enrollment is complete. All payments under this contract will be held until the Contractor provides the required EFT enrollment information.

(b) Enter below the address (street and number, city, county, state and zip code) of the Contractor's facility which will administer the contract if such address is different from the address shown on the SF 26 or SF 33, as applicable.

IHD 6 CONTRACT POINTS OF CONTACT (NAVSEA/IHD)

The following contacts are provided for this contract:

Contract Administrator: DAISY DUBOSE
Phone Number: (301)744-6746

Payments/Invoicing: GENEVA WESLEY
Phone Number: (301)744- 4840

Technical Representative: GLORIA PANNING
Phone Number: (301)744- 1149

Any concerns regarding your contract, should be directed to the above mentioned personnel, or the Contracting Officer RUTH D. ADAMS at (301) 744-6655.

IHD 76 - INDIAN HEAD DIVISION, NAVAL SEA SYSTEMS COMMAND, HOURS OF OPERATION AND HOLIDAY SCHEDULE (NAVSEA/IHD) FEB 2000

1. The policy of this station is to schedule periods of reduced operations or shutdown during holiday periods. Deliveries will not be accepted on Saturdays, Sundays or Holidays except as specifically requested by the Naval Sea Systems Command. All goods or services attempted to be delivered on a Saturday, Sunday or Holiday without specific instructions from the Contracting Officer or his duly appointed representative will be returned to the contractor at his expense with no cost or liability to the U.S. Government.

2. The scheduled holidays for Indian Head Division, Naval Sea Systems Command are:

<u>HOLIDAY</u>	<u>DATE OF OBSERVANCE</u>
New Year's Day	01 January (Tuesday)*
Martin Luther King's Birthday	21 January (Monday)*
President's Day	18 February (Monday)*
Memorial Day	28 May (Monday)*
Independence Day	4 July (Wednesday)*
Labor Day	3 September (Monday)*
Columbus Day	15 October (Monday)*
Veteran's Day	12 November (Monday)*
Thanksgiving Day	22 November (Thursday)*

Christmas Day	25 December (Tuesday)*
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* If the actual date falls on a Saturday, the holiday will be observed the preceding Friday. If the holiday falls on a Sunday, the observance shall be on the following Monday.

3. The hours of operation for the Contracts Division and Receiving Branch are as follows:

AREA	FROM	TO
Contracts Division (BLDG. 1558)	7:30 A.M.	4:00 P.M.
Receiving Branch (BLDG. 116)	7:30 A.M.	11:00 A.M.
	12:30 P.M.	2:00 P.M.

If you intend to visit the Contracts Division, it is advised that you call for an appointment at least 24 hours in advance.

IHD 89 - CERTIFICATE OF COMPLIANCE (NAVSEA/IHD) FEB 2000

(a) A certification of material shall be provided by the Contractor, one (1) copy to accompany the shipment (in the packing list envelope) and (1) copy mailed to arrive at time of receipt of the shipment. Mark all certificates to the attention of Code 2310.

(b) The certificate shall state compliance of material with drawing specification and contract/order requirements. The certificate shall as a minimum state the company name, contract/order number, drawing or specification number, and date. The certificate shall state, above the signature of a legally authorized representative of the company, the following:

This certification concerns a matter within the jurisdiction of an agency of the United States and making a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code 1001.

(c) Failure to provide certification at the time of shipment may result in material being rejected and returned at the contractor's expense.

SECTION H Special Contract Requirements

CLAUSES INCORPORATED BY FULL TEXT

5252.202-9101 ADDITIONAL DEFINITIONS (MAY 1993)

As used throughout this contract, the following terms shall have the meanings set forth below:

- (a) DEPARTMENT - means the Department of the Navy.
- (b) REFERENCES TO THE FEDERAL ACQUISITION REGULATION (FAR) - All references to the FAR in this contract shall be deemed to also reference the appropriate sections of the Defense FAR Supplement (DFARS), unless clearly indicated otherwise.
- (c) REFERENCES TO ARMED SERVICES PROCUREMENT REGULATION OR DEFENSE ACQUISITION REGULATION - All references in this document to either the Armed Services Procurement Regulation (ASPR) or the Defense Acquisition Regulation (DAR) shall be deemed to be references to the appropriate sections of the FAR/DFARS.
- (d) NATIONAL STOCK NUMBERS - Whenever the term Federal Item Identification Number and its acronym FIIN or the term Federal Stock Number and its acronym FSN appear in the contract, order or their cited specifications and standards, the terms and acronyms shall be interpreted as National Item Identification Number (NIIN) and National Stock Number (NSN) respectively which shall be defined as follows:
 - (1) National Item Identification Number (NIIN). The number assigned to each approved Item Identification under the Federal Cataloging Program. It consists of nine numeric characters, the first two of which are the National Codification Bureau (NCB) Code. The remaining positions consist of a seven digit non-significant number.
 - (2) National Stock Number (NSN). The National Stock Number (NSN) for an item of supply consists of the applicable four position Federal Supply Class (FSC) plus the applicable nine position NIIN assigned to the item of supply.

IHD 113 - NOTICE OF INCORPORATION OF SECTIONS K, L, AND M (NAVSEA/IHD) FEB 2000

The following sections of the solicitation will not be distributed with the contract; however, they are incorporated in and form a part of the resultant contract as though furnished in full text therewith:

SECTION	TITLE
K	Representations, Certifications and Other Statements of Offerors (Bidders)
L	Instructions, Conditions, and Notices to Offerors (Bidders)
M	Evaluation Factors for Award

SECTION I Contract Clauses

CLAUSES INCORPORATED BY REFERENCE:

52.202-1	Definitions	DEC 2001
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	JUL 1995
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	JUN 1997
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.208-9	Contractor Use of Mandatory Sources of Supply or Services	FEB 2002
52.211-5	Material Requirements	AUG 2000
52.211-15	Defense Priority And Allocation Requirements	SEP 1990
52.215-2	Audit and Records--Negotiation	JUN 1999
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-14	Integrity of Unit Prices	OCT 1997
52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data--Modifications	OCT 1997
52.219-6	Notice Of Total Small Business Set-Aside	JUL 1996
52.219-8	Utilization of Small Business Concerns	OCT 2000
52.219-14	Limitations On Subcontracting	DEC 1996
52.222-3	Convict Labor	AUG 1996
52.222-19	Child Labor--Cooperation with Authorities and Remedies	SEP 2002
52.222-20	Walsh-Healy Public Contracts Act	DEC 1996
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	APR 2002
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans	DEC 2001
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, and Other Eligible Veterans	DEC 2001
52.223-6	Drug Free Workplace	MAY 2001
52.223-14	Toxic Chemical Release Reporting	OCT 2000
52.225-8	Duty-Free Entry	FEB 2000
52.225-13	Restrictions on Certain Foreign Purchases	JUL 2000
52.226-1	Utilization Of Indian Organizations And Indian-Owned Economic Enterprises	JUN 2000
52.227-1	Authorization and Consent	JUL 1995
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	AUG 1996
52.229-3	Federal, State And Local Taxes	JAN 1991
52.229-5	Taxes--Contracts Performed In U S Possessions Or Puerto Rico	APR 1984
52.232-1	Payments	APR 1984
52.232-8	Discounts For Prompt Payment	FEB 2002
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-11	Extras	APR 1984
52.232-16 Alt I	Progress Payments (Dec 2002) - Alternate I	MAR 2000
52.232-17	Interest	JUN 1996

52.232-23	Assignment Of Claims	JAN 1986
52.232-25	Prompt Payment	FEB 2002
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	MAY 1999
52.233-1	Disputes	JUL 2002
52.233-1 Alt I	Disputes (Jul 2002) - Alternate I	DEC 1991
52.233-3	Protest After Award	AUG 1996
52.242-4	Certification of Final Indirect Costs	JAN 1997
52.242-13	Bankruptcy	JUL 1995
52.246-23	Limitation Of Liability	FEB 1997
52.247-63	Preference For U.S. Flag Air Carriers	JAN 1997
52.249-2	Termination For Convenience Of The Government (Fixed-Price)	SEP 1996
52.249-8	Default (Fixed-Price Supply & Service)	APR 1984
52.251-1	Government Supply Sources	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	MAR 1999
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004	Required Central Contractor Registration	NOV 2001
252.209-7000	Acquisition From Subcontractors Subject To On-Site Inspection Under The Intermediate Range Nuclear Forces (INF) Treaty	NOV 1995
252.209-7001	Disclosure of Ownership or Control by the Government of a Terrorist Country	MAR 1998
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	MAR 1998
252.223-7004	Drug Free Work Force	SEP 1988
252.225-7001	Buy American Act And Balance Of Payments Program	MAR 1998
252.225-7002	Qualifying Country Sources As Subcontractors	DEC 1991
252.225-7009	Duty-Free Entry--Qualifying Country Supplies (End Products and Components)	AUG 2000
252.225-7010	Duty-Free Entry--Additional Provisions	AUG 2000
252.225-7012	Preference For Certain Domestic Commodities	APR 2002
252.225-7016	Restriction On Acquisition Of Ball and Roller Bearings	DEC 2000
252.225-7025	Restriction on Acquisition of Forgings	JUN 1997
252.225-7031	Secondary Arab Boycott Of Israel	JUN 1992
252.225-7037	Duty Free Entry--Eligible End Products	AUG 2000
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises-DoD Contracts	SEP 2001
252.227-7013	Rights in Technical Data--Noncommercial Items	NOV 1995
252.227-7016	Rights in Bid or Proposal Information	JUN 1995
252.227-7036	Declaration of Technical Data Conformity	JAN 1997
252.227-7037	Validation of Restrictive Markings on Technical Data	SEP 1999
252.232-7004	DOD Progress Payment Rates	OCT 2001
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.246-7000	Material Inspection And Receiving Report	DEC 1991
252.247-7023	Transportation of Supplies by Sea	MAY 2002
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000

CLAUSES INCORPORATED BY FULL TEXT

52.209-4 FIRST ARTICLE APPROVAL--GOVERNMENT TESTING (SEP 1989)

(Contracting Officer shall insert details)

(a) The Contractor shall deliver **20** unit(s) of Lot/Item **0001AA** within **90** calendar days from the date of this contract to the Government at **NAVSEA, CHEMICALS & EXTRUSION TECHNOLOGY DIVISION, 101 STRAUSS AVE, INDIAN HEAD, MD 20640-5035** for first article tests. The shipping documentation shall contain this contract number and the Lot/Item identification. The characteristics that the first article must meet and the testing requirements are specified elsewhere in this contract.

(b) Within **45** calendar days after the Government receives the first article, the Contracting Officer shall notify the Contractor, in writing, of the conditional approval, approval, or disapproval of the first article. The notice of conditional approval or approval shall not relieve the Contractor from complying with all requirements of the specifications and all other terms and conditions of this contract. A notice of conditional approval shall state any further action required of the Contractor. A notice of disapproval shall cite reasons for the disapproval.

(c) If the first article is disapproved, the Contractor, upon Government request, shall submit an additional first article for testing. After each request, the Contractor shall make any necessary changes, modifications, or repairs to the first article or select another first article for testing. All costs related to these tests are to be borne by the Contractor, including any and all costs for additional tests following a disapproval. The Contractor shall furnish any additional first article to the Government under the terms and conditions and within the time specified by the Government. The Government shall act on this first article within the time limit specified in paragraph (b) of this clause. The Government reserves the right to require an equitable adjustment of the contract price for any extension of the delivery schedule or for any additional costs to the Government related to these tests.

(d) If the Contractor fails to deliver any first article on time, or the Contracting Officer disapproves any first article, the Contractor shall be deemed to have failed to make delivery within the meaning of the Default clause of this contract.

(e) Unless otherwise provided in the contract, the Contractor--

(1) May deliver the approved first article as a part of the contract quantity, provided it meets all contract requirements for acceptance and was not consumed or destroyed in testing; and

(2) Shall remove and dispose of any first article from the Government test facility at the Contractor's expense.

(f) If the Government does not act within the time specified in paragraphs (b) or (c) of this clause, the Contracting Officer shall, upon timely written request from the Contractor, equitably adjust under the Changes clause of this contract the delivery or performance dates and/or the contract price, and any other contractual term affected by the delay.

(g) The Contractor is responsible for providing operating and maintenance instructions, spare parts support, and repair of the first article during any first article test.

(h) Before first article approval, the acquisition of materials or components for, or the commencement of production of, the balance of the contract quantity is at the sole risk of the Contractor. Before first article approval, the costs thereof shall not be allocable to this contract for (1) progress payments, or (2) termination settlements if the contract is terminated for the convenience of the Government.

(i) The Government may waive the requirement for first article approval test where supplies identical or similar to those called for in the schedule have been previously furnished by the Offeror/Contractor and have been accepted by the Government. The Offeror/Contractor may request a waiver.

(End of clause)

(a) The Government suspends or debar Contractors to protect the Government's interests. The Contractor shall not enter into any subcontract in excess of the \$25,000 with a Contractor that is debarred, suspended, or proposed for debarment unless there is a compelling reason to do so.

(b) The Contractor shall require each proposed first-tier subcontractor, whose subcontract will exceed \$25,000, to disclose to the Contractor, in writing, whether as of the time of award of the subcontract, the subcontractor, or its principles, is or is not debarred, suspended, or proposed for debarment by the Federal Government.

(c) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party that is debarred, suspended, or proposed for debarment (see FAR 9.404 for information on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs). The notice must include the following:

(1) The name of the subcontractor.

(2) The Contractor's knowledge of the reasons for the subcontractor being on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

(3) The compelling reason(s) for doing business with the subcontractor notwithstanding its inclusion on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

(4) The systems and procedures the Contractor has established to ensure that it is fully protecting the Government's interests when dealing with such subcontractor in view of the specific basis for the party's debarment, suspension, or proposed debarment.

(End of clause)

52.217-7 OPTION FOR INCREASED QUANTITY--SEPARATELY PRICED LINE ITEM (MAR 1989)

The Government may require the delivery of the numbered line item, identified in the Schedule as an option item, in the quantity and at the price stated in the Schedule. The Contracting Officer may exercise the option by written notice to the Contractor within 365 DAYS AFTER CONTRACT AWARD OR 365 DAYS AFTER EXERCISE OF OPTION. Delivery of added items shall continue at the same rate that like items are called for under the contract, unless the parties otherwise agree.

(End of clause)

52.223-11 OZONE-DEPLETING SUBSTANCES (MAY 2001)

(a) Definition. Ozone-depleting substance, as used in this clause, means any substance the Environmental Protection Agency designates in 40 CFR part 82 as--

(1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or

(2) Class II, including, but not limited to, hydrochlorofluorocarbons.

(b) The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j (b), (c), and (d) and 40 CFR Part 82, Subpart E, as follows:

“WARNING: Contains (or manufactured with, if applicable), a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.”-----

The Contractor shall insert the name of the substance(s).

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far/>

<http://www.acq.osd.mil/dp/dars/dfars/dfars.html>

252.225-7008 SUPPLIES TO BE ACCORDED DUTY-FREE ENTRY (MAR 1998)

In accordance with paragraph (b) of the Duty-Free Entry clause of this contract, in addition to duty-free entry for all qualifying country supplies (end products and components) and all eligible end products subject to applicable trade agreements (if this contract contains the Buy American Act--Trade Agreements--Balance of Payments Program clause or the Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program clause), the following foreign end products that are neither qualifying country end products nor eligible end products under a trade agreement, and the following nonqualifying country components, are accorded duty-free entry.

(End of Clause)

252.251-7000 ORDERING FROM GOVERNMENT SUPPLY SOURCES (OCT 2002)

(a) When placing orders under Federal Supply Schedules, Personal Property Rehabilitation Price Schedules, or Enterprise Software Agreements, the Contractor shall follow the terms of the applicable schedule or agreement and authorization. Include in each order:

(1) A copy of the authorization (unless a copy was previously furnished to the Federal Supply Schedule, Personal Property Rehabilitation Price Schedule, or Enterprise Software Agreement contractor).

(2) The following statement: Any price reductions negotiated as part of an Enterprise Software Agreement issued under a Federal Supply Schedule contract shall control. In the event of any other inconsistencies between an Enterprise Software Agreement, established as a Federal Supply Schedule blanket purchase agreement, and the Federal Supply Schedule contract, the latter shall govern.

(3) The completed address(es) to which the Contractor's mail, freight, and billing documents are to be directed.

(b) When placing orders under nonmandatory schedule contracts and requirements contracts, issued by the General Services Administration (GSA) Office of Information Resources Management, for automated data processing equipment, software and maintenance, communications equipment and supplies, and teleprocessing services, the Contractor shall follow the terms of the applicable contract and the procedures in paragraph (a) of this clause.

(c) When placing orders for Government stock, the Contractor shall --

(1) Comply with the requirements of the Contracting Officer's authorization, using FEDSTRIP or MILSTRIP procedures, as appropriate;

(2) Use only the GSA Form 1948-A, Retail Services Shopping Plate, when ordering from GSA Self-Service Stores;

(3) Order only those items required in the performance of Government contracts; and

(4) Pay invoices from Government supply sources promptly. For purchases made from DoD supply sources, this means within 30 days of the date of a proper invoice (see also Defense Federal Acquisition Regulation Supplement (DFARS) 251.105). For purposes of computing interest for late Contractor payments, the Government's invoice is deemed to be a demand for payment in accordance with the Interest clause of this contract. The Contractor's failure to pay may also result in the DoD supply source refusing to honor the requisition (see DFARS 251.102(f)) or in the Contracting Officer terminating the Contractor's authorization to use DoD supply sources. In the event the Contracting Officer decides to terminate the authorization due to the Contractor's failure to pay in a timely manner, the Contracting Officer shall provide the Contractor with prompt written notice of the intent to terminate the authorization and the basis for such action. The Contractor shall have 10 days after receipt of the Government's notice in which to provide additional information as to why the authorization should not be terminated. The termination shall not provide the Contractor with an excusable delay for failure to perform or complete the contract in accordance with the terms of the contract, and the Contractor shall be solely responsible for any increased costs.

(d) Only the Contractor may request authorization for subcontractor use of Government supply sources. The Contracting Officer will not grant authorizations for subcontractor use without approval of the Contractor.

(e) Government invoices shall be submitted to the Contractor's billing address, and Contractor payments shall be sent to the Government remittance address specified below:

Contractor's Billing Address : _____

Government Remittance Address **INDIAN HEAD DIVISION, NSWC, COMPTROLLER DEPARTMENT, CODE 021, ACCOUNTING AND FINANCE DIVISION, BLDG 1601, 101 STRAUSS AVE, INDIAN HEAD, MD 20640-5035:**

Section J List of Documents, Exhibits and Other Attachments

- 1) Drawings
- 2) DD 1423's Contract Data Requirements List & DD 1664's Data Item Descriptions
- 3) Critical Item Product Specification
- 4) First Article Test Plan
- 5) Past Performance Matrix
- 6) Past Performance Coversheet
- 7) Past Performance Interview Sheet

Note: Attachments 5-7 will be removed at time of award.

SECTION K Representations, Certifications and Other Statements of Offerors

CLAUSES INCORPORATED BY FULL TEXT

52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

(a) The offeror certifies that --

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to --

(i) Those prices,

(ii) The intention to submit an offer, or

(iii) The methods of factors used to calculate the prices offered:

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory --

(1) Is the person in the offeror's organization responsible for determining the prices offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision _____ (insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision.

(c) If the offeror deletes or modifies subparagraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(End of provision)

52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (APR 1991)

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence

Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this Certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989,--

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, Title 31, United States Code. Any person who makes an expenditure prohibited under this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

(End of provision)

52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

Common parent, as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

Taxpayer Identification Number (TIN), as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

___ TIN:-----

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other-----

(f) Common parent.

☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

☐ Name and TIN of common parent:

Name-----

TIN-----

(End of provision)

52.207-4 ECONOMIC PURCHASE QUANTITY--SUPPLIES (AUG 1987)

(a) Offerors are invited to state an opinion on whether the quantity(ies) of supplies on which bids, proposals or quotes are requested in this solicitation is (are) economically advantageous to the Government.

Each offeror who believes that acquisitions in different quantities would be more advantageous is invited to recommend an economic purchase quantity. If different quantities are recommended, a total and a unit price must be quoted for applicable items. An economic purchase quantity is that quantity at which a significant price break occurs. If there are significant price breaks at different quantity points, this information is desired as well.

OFFEROR RECOMMENDATIONS
 PRICE
 ITEM QUANTITY QUOTATION TOTAL

(c) The information requested in this provision is being solicited to avoid acquisitions in disadvantageous quantities and to assist the Government in developing a data base for future acquisitions of these items. However, the Government reserves the right to amend or cancel the solicitation and resolicit with respect to any individual item in the event quotations received and the Government's requirements indicate that different quantities should be acquired.

(End of provision)

52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (DEC 2001)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that--

(i) The Offeror and/or any of its Principals--

(A) Are () are not () presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have () have not (), within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are () are not () presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The Offeror has () has not (), within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

52.215-6 PLACE OF PERFORMANCE (OCT 1997)

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, () intends, () does not intend [check applicable block] to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks “intends” in paragraph (a) of this provision, it shall insert in the following spaces the required information:

**Place of Performance(Street Address, City, State,
County, Zip Code)**

**Name and Address of Owner and Operator of the
Plant or Facility if Other Than Offeror or
Respondent**

(End of provision)

52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (APR 2002)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is **336415**.

(2) The small business size standard is **1000**.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations. (1) The offeror represents as part of its offer that it () is, () is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it () is, () is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a women-owned small business concern.

(4) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a veteran-owned small business concern.

(5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that it () is, () is not a service-disabled veteran-owned small business concern.

(6) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, as part of its offer, that--

(i) It () is, () is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It () is, () is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(c) Definitions. As used in this provision--

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern," means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern," means a small business concern --

(1) That is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

- (i) Be punished by imposition of fine, imprisonment, or both;
- (ii) Be subject to administrative remedies, including suspension and debarment; and
- (iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that --

- (a) ☐ It has, ☐ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;
- (b) ☐ It has, ☐ has not, filed all required compliance reports; and
- (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

The offeror represents that

- (a) ☐ it has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or
- (b) ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of provision)

52.222-38 COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS (DEC 2001)

By submission of its offer, the offeror represents that, if it is subject to the reporting requirements of 38 U.S.C. 4212(d) (i.e., if it has any contract containing Federal Acquisition Regulation clause 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans), it has submitted the most recent VETS-100 Report required by that clause.

(End of provision)

52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (OCT 2000)

(a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.

(b) By signing this offer, the offeror certifies that--

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: (Check each block that is applicable.)

☐ (i) The facility does not manufacture, process or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

☐ (ii) The facility does not have 10 or more full-time employees as specified in section 313.(b)(1)(A) of EPCRA 42 U.S.C. 11023(b)(1)(A);

☐ (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

☐ (iv) The facility does not fall within Standard Industrial Classification Code (SIC) major groups 20 through 39 or their corresponding North American Industry Classification System (NAICS) sectors 31 through 33; or

☐ (v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

252.209-7001 DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY (MAR 1998)

(a) "Definitions."

As used in this provision --

(a) "Government of a terrorist country" includes the state and the government of a terrorist country, as well as any political subdivision, agency, or instrumentality thereof.

(2) "Terrorist country" means a country determined by the Secretary of State, under section 6(j)(1)(A) of the Export Administration Act of 1979 (50 U.S.C. App. 2405(j)(i)(A)), to be a country the government of which has repeatedly provided support for such acts of international terrorism. As of the date of this provision, terrorist countries include: Cuba, Iran, Iraq, Libya, North Korea, Sudan, and Syria.

(3) "Significant interest" means --

(i) Ownership of or beneficial interest in 5 percent or more of the firm's or subsidiary's securities. Beneficial interest includes holding 5 percent or more of any class of the firm's securities in "nominee shares," "street names," or some other method of holding securities that does not disclose the beneficial owner;

(ii) Holding a management position in the firm, such as a director or officer;

(iii) Ability to control or influence the election, appointment, or tenure of directors or officers in the firm;

(iv) Ownership of 10 percent or more of the assets of a firm such as equipment, buildings, real estate, or other

tangible assets of the firm; or

(v) Holding 50 percent or more of the indebtedness of a firm.

(b) "Prohibition on award."

In accordance with 10 U.S.C. 2327, no contract may be awarded to a firm or a subsidiary of a firm if the government of a terrorist country has a significant interest in the firm or subsidiary or, in the case of a subsidiary, the firm that owns the subsidiary, unless a waiver is granted by the Secretary of Defense.

(c) "Disclosure."

If the government of a terrorist country has a significant interest in the Offeror or a subsidiary of the Offeror, the Offeror shall disclose such interest in an attachment to its offer. If the Offeror is a subsidiary, it shall also disclose any significant interest the government of a terrorist country has in any firm that owns or controls the subsidiary. The disclosure shall include --

(1) Identification of each government holding a significant interest; and

(2) A description of the significant interest held by each government.

(End of provision)

252.225-7000 BUY AMERICAN ACT--BALANCE OF PAYMENTS PROGRAM CERTIFICATE
(SEP 1999)

(a) Definitions. Domestic end product, qualifying country, qualifying country end product, and qualifying country end product have the meanings given in the Buy American Act and Balance of Payments Program clause of this solicitation.

(b) Evaluation. Offers will be evaluated by giving preference to domestic end products and qualifying country end products over nonqualifying country end products.

(c) Certifications. (1) The Offeror certifies that--

(i) Each end product, except those listed in paragraphs (c) (2) or (3) of this provision, is a domestic end product; and

(ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The Offeror certifies that the following end products are qualifying country end products:

Qualifying Country End Products

Line Item Number

Country of Origin

(List only qualifying country end products.)

(3) The Offeror certifies that the following end products are nonqualifying country end products:

Nonqualifying Country End ProductsLine Item NumberCountry of Origin (If known)

(End of provision)

252.225-7003 INFORMATION FOR DUTY-FREE ENTRY EVALUATION (MAR 1998)

(a) Does the offeror propose to furnish—

(1) A domestic end product with nonqualifying country components for which the offeror requests duty-free entry; or

(2) A foreign end product consisting of end items, components, or material of foreign origin other than those for which duty-free entry is to be accorded pursuant to the Duty-Free Entry--Qualifying Country Supplies (End Products and Components) clause or, if applicable, the Duty-Free Entry--Eligible End Products clause of this solicitation?

Yes () No ()

(b) If the answer in paragraph (a) is yes, answer the following questions:

(1) Are such foreign supplies now in the United States?

Yes () No ()

(2) Has the duty on such foreign supplies been paid?

Yes () No ()

(3) If the answer to paragraph (b)(2) is no, what amount is included in the offer to cover such duty? \$ _____

(c) If the duty has not been paid, the Government may elect to make award on a duty-free basis. If so, the offered price will be reduced in the contract award by the amount specified in paragraph (b)(3). The Offeror agrees to identify, at the request of the Contracting Officer, the foreign supplies which are subject to duty-free entry.

(End of clause)

252.227-7028 TECHNICAL DATA OR COMPUTER SOFTWARE PREVIOUSLY DELIVERED TO THE GOVERNMENT (JUN 1995)

The Offeror shall attach to its offer an identification of all documents or other media incorporating technical data or computer software it intends to deliver under this contract with other than unlimited rights that are identical or substantially similar to documents or other media that the Offeror has produced for, delivered to, or is obligated to deliver to the Government under any contract or subcontract. The attachment shall identify--

(a) The contract number under which the data or software were produced;

(b) The contract number under which, and the name and address of the organization to whom, the data or software were most recently delivered or will be delivered; and

(c) Any limitations on the Government's rights to use or disclose the data or software, including, when applicable, identification of the earliest date the limitations expire.

(End of clause)

252.247-7022 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA (AUG 1992)

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term supplies is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) Representation. The Offeror represents that it:

___ (1) Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

___ (2) Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of provision)

5252.211-9000 NOTICE TO OFFERORS - USE OF OZONE DEPLETING SUBSTANCES (AUG 1993)

(a) In accordance with section 326 of Pub L.102-484, the Department of Defense is prohibited from awarding any contract which includes a DoD-directed specification or standard that requires the use of a Class I ozone depleting substance (ODS) or that can be met only through the use of such a substance unless such use has been approved by a senior acquisition official (SAO). The SAO approval is based on a technical certification that no suitable substitute for the ODS is currently available.

(b) To comply with this statute, the Navy has screened the specifications and standards associated with this solicitation. To the extent that ODS requirements were revealed by this review they are identified below:

Class I ODS Identified Specification/Standard

(c) If offerors possess knowledge about any other Class I ODS required directly or indirectly by the specification or standards, the Navy would appreciate such information in your response to this solicitation. Offerors are under no obligation to comply with this request and no compensation can be provided for doing so.

(End of Notice)

SECTION L Instructions, Conditions and Notices to Bidders

CLAUSES INCORPORATED BY REFERENCE:

52.204-6	Data Universal Numbering System (DUNS) Number	JUN 1999
52.211-2	Availability of Specifications Listed in the DOD Index of Specifications and Standards (DODISS) and Descriptions Listed in the Acquisition Management Systems and Data Requirements Control List, DoD 5010.12-L	DEC 1999
52.232-13	Notice Of Progress Payments	APR 1984
252.204-7001	Commercial And Government Entity (CAGE) Code Reporting	AUG 1999

CLAUSES INCORPORATED BY FULL TEXT

52.211-14 NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE (SEP 1990)

Any contract awarded as a result of this solicitation will be DX rated order; **X** DO rated order certified for national defense use under the Defense Priorities and Allocations System (DPAS) (15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation.

(End of provision)

52.214-34 SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991)

Offers submitted in response to this solicitation shall be in the English language. Offers received in other than English shall be rejected.

(End of provision)

52.215-1 INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (MAY 2001)

(a) Definitions. As used in this provision--

“Discussions” are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's discretion, result in the offeror being allowed to revise its proposal.

In writing, writing, or written means any worded or numbered expression that can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

“Proposal modification” is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

“Proposal revision” is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

“Time”, if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) Amendments to solicitations. If this solicitation is amended, all terms and conditions that are not amended

remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) Submission, modification, revision, and withdrawal of proposals. (1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

(2) The first page of the proposal must show--

(i) The solicitation number;

(ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);

(iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;

(iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and

(v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(3) Submission, modification, or revision, of proposals.

(i) Offerors are responsible for submitting proposals, and any modifications, or revisions, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.

(ii)(A) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--

(1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or

(2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(3) It is the only proposal received.

(B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

(4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.

(5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation.

(6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

(7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

(d) Offer expiration date. Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).

(e) Restriction on disclosure and use of data. Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall--

(1) Mark the title page with the following legend: This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed--in whole or in part--for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of--or in connection with-- the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets]; and

(2) Mark each sheet of data it wishes to restrict with the following legend: Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(f) Contract award. (1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.

(2) The Government may reject any or all proposals if such action is in the Government's interest.

(3) The Government may waive informalities and minor irregularities in proposals received.

(4) The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's

best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

(5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.

(6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.

(7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.

(8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

(9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.

(10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.

(11) The Government may disclose the following information in postaward debriefings to other offerors:

- (i) The overall evaluated cost or price and technical rating of the successful offeror;
- (ii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection;
- (iii) A summary of the rationale for award; and
- (iv) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(End of provision)

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a FRIM FIXED PRICE contract resulting from this solicitation.

(End of clause)

52.233-2 SERVICE OF PROTEST (AUG 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer by obtaining written and dated acknowledgment of receipt from RUTH D. ADAMS, NAVSEA, INDIAN HEAD DIVISION, 101 STRUASS AVE., INDIAN HEAD, MD 20640-5035.

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

FAR - <http://www.arnet.gov/far/> **DFAR** - <http://www.acq.osd.mil/dp/dars/dfars.html>

252.227-7017 IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS. (JUN 1995)

(a) The terms used in this provision are defined in following clause or clauses contained in this solicitation--

(1) If a successful offeror will be required to deliver technical data, the Rights in Technical Data--Noncommercial Items clause, or, if this solicitation contemplates a contract under the Small Business Innovative Research Program, the Rights in Noncommercial Technical Data and Computer Software--Small Business Innovative Research (SBIR) Program clause.

(2) If a successful offeror will not be required to deliver technical data, the Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation clause, or, if this solicitation contemplates a contract under the Small Business Innovative Research Program, the Rights in Noncommercial Technical Data and Computer Software--Small Business Innovative Research (SBIR) Program clause.

(b) The identification and assertion requirements in this provision apply only to technical data, including computer software documents, or computer software to be delivered with other than unlimited rights. For contracts to be awarded under the Small Business Innovative Research Program, the notification requirements do not apply to technical data or computer software that will be generated under the resulting contract. Notification and identification is not required for restrictions based solely on copyright.

(c) Offers submitted in response to this solicitation shall identify, to the extent known at the time an offer is submitted to the Government, the technical data or computer software that the Offeror, its subcontractors or suppliers, or potential subcontractors or suppliers, assert should be furnished to the Government with restrictions on use, release, or disclosure.

(d) The Offeror's assertions, including the assertions of its subcontractors or suppliers or potential subcontractors or suppliers shall be submitted as an attachment to its offer in the following format, dated and signed by an official authorized to contractually obligate the Offeror:

Identification and Assertion of Restrictions on the Government's Use, Release, or Disclosure of Technical Data or Computer Software.

The Offeror asserts for itself, or the persons identified below, that the Government's rights to use, release, or disclose the following technical data or computer software should be restricted:

Technical Data or Computer Software to be Furnished	Name of Person Asserting
With Restrictions *	Restrictions ****
Basis for Assertion **	Asserted Rights Category ***

(LIST) *****

(LIST)

(LIST)

(LIST)

*For technical data (other than computer software documentation) pertaining to items, components, or processes developed at private expense, identify both the deliverable technical data and each such items, component, or process. For computer software or computer software documentation identify the software or documentation.

**Generally, development at private expense, either exclusively or partially, is the only basis for asserting restrictions. For technical data, other than computer software documentation, development refers to development of the item, component, or process to which the data pertain. The Government's rights in computer software documentation generally may not be restricted. For computer software, development refers to the software. Indicate whether development was accomplished exclusively or partially at private expense. If development was not accomplished at private expense, or for computer software documentation, enter the specific basis for asserting restrictions.

***Enter asserted rights category (e.g., government purpose license rights from a prior contract, rights in SBIR data generated under another contract, limited, restricted, or government purpose rights under this or a prior contract, or specially negotiated licenses).

***Corporation, individual, or other person, as appropriate.

*****Enter "none" when all data or software will be submitted without restrictions.

Date _____

Printed Name and Title _____

Signature _____

(End of identification and assertion)

(e) An offeror's failure to submit, complete, or sign the notification and identification required by paragraph (d) of this provision with its offer may render the offer ineligible for award.

(f) If the Offeror is awarded a contract, the assertions identified in paragraph (d) of this provision shall be listed in an attachment to that contract. Upon request by the Contracting Officer, the Offeror shall provide sufficient information to enable the Contracting Officer to evaluate any listed assertion.

(End of clause)

HQ L-2-0005 - NOTIFICATION OF POTENTIAL ORGANIZATIONAL CONFLICT(S) OF INTEREST
(NAVSEA) (JUN 1994)

(a) Offerors are reminded that certain existing contractual arrangements may preclude, restrict or limit participation, in whole or in part, as either a subcontractor or as a prime contractor under this competitive procurement. Of primary concern are those contractual arrangements in which the Offeror provides support to _____, or related laboratories (if applicable), in support of operation of the office or any of its programs. General guidance may be found in FAR 9.505; however, this guidance is not all inclusive. The Offeror's attention is directed to the "Organizational Conflict of Interest" (or similar) requirement which may be contained in current or completed contract(s) which prohibits the prime or subcontractor from providing certain supplies or services to the Government as described above during the period of the current "support" contract(s) or for a period after completion of the "support" contract(s). Notwithstanding the existence or non-existence of an Organizational Conflict of Interest (OCI) clause or similar requirement in current or completed contract(s), the offeror shall comply with FAR 9.5 and identify whether an OCI exists and not rely solely on the presence of an OCI requirement.

(b) If a potential conflict of interest exists at any tier, each potential prime offeror is requested to notify the Contracting Officer within 14 days of the date of this solicitation. The Offeror shall provide: (1) the contract

number and name and phone number of the Contracting Officer for the contract which gives rise to a potential organizational conflict of interest; (2) a copy of the requirement; (3) the statement of work (or technical instruction) from the existing contract; (4) a brief description of the type of work to be performed by each subcontractor under the competitive procurement; and (5) any additional information the Contracting Officer should consider in making a determination of whether a conflict of interest exists. The Government may independently verify the information received from the offeror. Notwithstanding the above, the Government reserves the right to determine whether a conflict of interest exists based on any information received from any source.

(c) The Government will notify an offeror of any conflict of interest within 14 days of receipt of all required information. Those offerors deemed to have a conflict of interest may be ineligible for award. Failure to provide the information in a timely manner does not waive the Government's rights to make a conflict of interest determination. The offeror is notified that if it expends time and money on proposal preparation, such expenditure is at its own risk that the Government will not determine that an organizational conflict of interest exists.

(d) Any potential prime contractor which proposes a subcontractor later determined to have a conflict of interest and deemed ineligible to participate in the current competition, may not be granted the opportunity to revise its proposal to remove the ineligible subcontractor. The Government reserves the right to determine which offerors remain in the competitive range through the normal source selection process.

(e) If the offeror determines that a potential organizational conflict of interest does not exist at any tier, the offeror shall include a statement to that effect in its response to this solicitation.

HQ L-2-0010 - SUBSTITUTION OF PREVIOUSLY APPROVED SINGLE PROCESS INITIATIVE (NAVSEA) (MAY 1998)

Your proposal shall identify where you are substituting your previously approved Single Process Initiative (SPI) processes for specified requirements. In addition, offerors shall provide the information required by DFARS 252.211-7005, paragraph (c).

IHD 195 - SECTION L PROPOSAL REQUIREMENTS (FEB 2000) (NAVSEA/IHD)

I. GENERAL INSTRUCTIONS

A. The technical proposal, past performance information, and the cost and price proposal shall be submitted in separate volumes. The technical proposal shall not contain any cost/pricing information.

B. The offeror shall submit the following information:

1. Two (2) completed and signed solicitation packages, with all representations and certifications executed, and with prices in Section B.
2. Five (5) copies of the technical proposal, Volume I.
3. Three (3) copies of the past performance information, Volume II.
4. Three (3) copies of the cost/price proposal, Volume III.

II. VOLUME I - TECHNICAL PROPOSAL

A. Technical proposal shall contain information/documentation in sufficient detail to enable evaluation based on the factors/sub-factors listed in Section M, Clause entitled Best Value Evaluation and Basis for Award and as detailed below. To this end, each technical proposal shall be so specific, detailed and complete as to clearly and fully demonstrate that the prospective contractor has a thorough knowledge and understanding of the requirements and has valid and practical solutions for technical problems. Statements which paraphrase the specifications or attest that standard procedures will be employed, are inadequate to demonstrate how it is proposed to comply with the requirements of the specifications, and this clause.

The technical proposal shall be limited to seventy-five (75) pages, single-sided, no foldouts, 1 1/2 spaced, 10 pitch type (or word processor equivalent). The pages shall be evaluated with respect to those pages numbered from (1) to the specified limit with excess pages treated as though not submitted and not evaluated. Specifically, the proposal shall be organized as follows:

1. Forward
2. Table of Contents (with proposal paragraphs cross reference to specific Statement of Work paragraphs)
3. List of Tables and Figures
4. Tabs (for ease of reference/location)
5. Resumes

NOTE: THE ABOVE SHALL BE EXCLUDED FROM THE 75 PAGE LIMIT

B. The format and content of the technical proposal shall contain a response to each of the factors outlined below.

C. An offeror is required to submit a technical proposal as detailed herein. Failure to do so may render an offer ineligible for award.

Factor 1 – Technical, Experience

Factor 2 – Sub-Contracting

Tab 1 – Shall address Factor 1, supplements as detailed below.

1. TECHNICAL, EXPERIENCE – Offeror shall address the following.

1. Identify the prime contractor certification to all required quality specifications?
2. Identify proposed method of manufacturing the nozzle assembly, from how it will be formed and machined to dimensional inspection?
3. How well did the offeror identify and explain the critical factors in the manufacturing process involved in making the item?
4. Attach a detailed, proposed, Process Flow/Time Line for the machining and dimensional inspection portion of the nozzle assembly? Was it adequately explained?
5. Identify any foreseeable problem areas in the development process that will effect schedule? Were the plans to eliminate them. If not, WHY?
6. List process controls that the contractor will use to ensure that the end item is in accordance with the drawing requirements? (Be specific)

Tab 2 – Shall address Factor 2, supplements as detailed below.

2. SUB-CONTRACTING

1. Identify which part if the job will be subcontracted. If any, list names and addresses of sub-contractors. Indicate any relevant past experience these companies have in relation to manufacturing blast deflectors or other items similar to nozzle assembly.

- a. Machining
- b. Inspection (Dimensional, in-process, CMM)

c. Plating

2. List process controls that the subcontractor will use to ensure the item is in accordance with the drawing requirements.
3. Identify all quality specifications the sub-contractors certified to.

Volume II – Shall address Factor 3, supplements as detailed below.

3. Past Performance

Past Performance is a measure of the degree to which an offeror, as an organization, has during the past three (3) years: (1) satisfied its customers, and (2) complies with federal, state and local laws and regulations. The offeror shall provide a list of references using the Past Performance Matrix, (Enclosure 1), who will be able to provide information regarding the offerors past performance during the past three (3) years regarding: (1) the quality and timeliness of the offerors work; (2) the reasonableness of its prices, costs, and claims; (3) the reasonableness of its business behavior – its willingness to cooperate and helpfulness in solving problems; (4) its concern for the interests of its customers; and (5) its integrity.

The offeror will submit the Past Performance Questionnaire to each enclosure of the 2 references listed on the Past Performance Matrix, a minimum of three (3) is required. The offeror shall instruct the references to complete the Past Performance Questionnaire and return it directly to:

Naval Surface Warfare Center
101 Struass Avenue
Indian Head, MD 20640-5035
Attn: Levonson White, Code 1142G, Bldg. 1558

Volume III – Shall address Factor 4, supplements as detailed below.

4. Cost/Price

This volume shall contain two (2) complete copies of the solicitation (the RFP) with all representations/certifications executed and pricing appropriately noted in Section B or any continuation sheets. Information should be submitted to clearly show the basis for the amount of each cost element and how the amount was developed providing sufficient information for government use in determining the proposed costs/prices fair and reasonable.

SECTION M Evaluation Factors for Award

CLAUSES INCORPORATED BY REFERENCE:

52.217-5 Evaluation Of Options

JUL 1990

CLAUSES INCORPORATED BY FULL TEXT

HQ M-2-0006 - EVALUATION OF PREVIOUSLY APPROVED SINGLE PROCESS INITIATIVE (NAVSEA) (NOV 1996)

Previously approved Single Process Initiative (SPI) processes will be evaluated under the source selection criteria of the RFP. If the successful offeror has previously approved SPI processes in the proposal, those SPI processes will be incorporated into the contract upon award.

IHD 211 - SECTION M BEST VALUE EVALUATION AND BASIS FOR AWARD (FFP) (MAR 2000) (NAVSEA/IHD)

I. The contract resulting from this solicitation will be awarded to that responsible offeror whose offer, conforming to the solicitation, is determined most advantageous to the Government price and other factors considered. The offeror's proposal shall be in the form prescribed by this solicitation and shall contain a response to each of the areas. Proposals will be evaluated and rated against the factors listed below, in descending order of importance:

Technical Proposal
Past Performance
Cost/Price

As technical proposals become more equal, past performance and price will become more significant factors. With respect to technical proposal, past performance and price, the Government is more interested in obtaining technical excellence and superior performance than lowest price. However, the Government will not pay a price premium that it considers disproportionate to the benefits associated with the proposed margin of technical excellence and superior performance. In determining best overall value, the Government will first assess an offeror on the basis of Technical proposal and then compare and rank offerors on the basis of past performance. Then the Government will compare the tradeoffs between relative margins of technical ranking, performance and price. The offer who represents the best value will be the offeror who represents the best tradeoff between technical excellence, superior performance and price.

A. TECHNICAL PROPOSAL (In descending Order of Importance)**1. The following technical factors shall apply:**

Technical Experience
Subcontracting

2. All proposals which are unrealistic in terms of technical capabilities will be deemed reflective of an inherent lack of technical competence or indicative of failure to comprehend the complexity and risks of the proposed contractual requirements and may render the offer ineligible for award.

3. An offeror is required to submit a technical proposal as detailed herein. Failure to do so may render an offer ineligible for award.

B. PAST PERFORMANCE

1. The Government will evaluate the quality of the offeror's past performance. This evaluation is separate and distinct from the Contracting Officer's responsibility determination. The assessment of the offeror's past performance will be used to evaluate the relative capability of the offeror and their competitors to successfully meet the requirements of the RFP. Past performance of significant and/or critical subcontractors will be considered to the extent warranted by the subcontractor's involvement in the proposed effort.
2. The Government will evaluate the quality of the offeror's past performance. This may include any aspect of past performance that is related to this contract. A record of poor past performance may be considered an indication that the offeror may be lacking in areas such as reliability, quality and customer satisfaction. However, a record of average or exceptional past performance will not result in favorable assessment of an otherwise technically deficient technical proposal. In evaluating an offeror's past performance, the Government will consider information contained in the offeror's past performance references, information obtained from other sources, including past and present customers, subcontractors and any others who may have useful information, and other past performance data available to the Government. Offerors with no past performance history will receive a neutral rating.
3. Contracting Officers will use the following adjectival definitions as guidelines in evaluating past performance:
 - a. Neutral: Offeror does not have any past performance information available for evaluation. Offeror does not receive merit or demerit for this evaluation factor.
 - b. Exceptional: Deliveries are on time and meet contract requirements. Product exceeded contract specifications. Waiver requests, if any, are very infrequent. When a problem does arise, the offeror reacts in a prompt, efficient and effective manner to resolve the problem and minimize any delay.
 - c. Average: Most deliveries are on time and meet contract requirements. The offeror may have submitted a few waiver requests, however, delivery, supply and quality problems have been resolved promptly.
 - d. Poor: Many deliveries have been late and/or have not met contract requirements. Numerous waivers have been requested. The Government and the offeror have expended a significant amount of time, effort and money in resolving problems surrounding supply, delivery and quality of product and service. Failure to perform consistently with contract requirements has resulted in termination and failure to provide customer service.
4. Offerors lacking relevant past performance history will receive a neutral rating for past performance. The offeror must provide the information requested above for past performance evaluation or affirmatively state that it possesses no relevant directly related or similar past performance. An offer that fails to provide the past performance information or to assert that the company has no relevant directly related or similar past performance may be considered ineligible for award.

C. COST/PRICE

1. Although price is not the most important evaluation factor, it will not be ignored. The degree of its importance will increase with the degree of equality of the proposals in relation to the other factors on which selection is to be based.

II. The Government may award a contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the offeror's best terms from a cost/price, technical and past performance standpoint. However, if considered necessary by the contracting officer, discussions will be conducted only with those offerors determined to have a reasonable chance for award.

Once all evaluations are complete the corresponding scores shall be tabulated and placed in a chart as follows in this example:

<u>Offeror</u>	<u>Factors 1 & 2 Score*</u>	<u>Past Performance Rating</u>	<u>Cost/Price</u>
A	88	Excellent	\$251,000
B	93	Excellent	\$270,000
C	0**	Good	\$265,500
D	82	Excellent	\$249,000
E	93	Poor	\$252,500

* Not to exceed 100

** Offeror did not comply with RFP instructions - was not evaluated

Once this information is tabulated, offerors will be compared making value and price tradeoffs and award will be made to the offeror that represents the Best Value to the Government. If the offeror with the highest scores also represents the lowest price then that offeror is clearly the Best Value. If an offeror with higher scores has a higher price, then a determination must be made whether the difference in value is worth the higher price. In the example the government may award to Offeror A, Offeror B (if it would be determined whether the difference in greater value is worth the difference in price when compared to Offeror A), or Offeror D, Offeror E, even though reflective of a high technical score could be eliminated based on the POOR Past Performance rating.

(2 Data Item)

Form Approved
OMB No. 0704-0188

16. The reporting burden for this collection is estimated to average 220 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, reviewing existing information, and completing and reviewing this collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT RETURN your form to either of these addresses. Send completed form to the Government Printing Office for the Contract/PRI No. Listed in Block E.

17. PRICE GROUP	
18. ESTIMATED TOTAL PRICE	

18. ESTIMATED
TOTAL PRICE

18. ESTIMATED
TOTAL PRICE

PREPARED BY
CRAIG S. CORNISH

H. DATE
16 JULY 98

1. APPROVED BY *Elliott W. Blankenship*
ELLIOTT BLANKENSHIP

J. DATE
7-20-98
980716

CONTRACT DATA REQUIREMENTS LIST

(2 Data Item)

Form Approved
OMB No. 0704-0188

The reporting burden for this collection is estimated to average 220 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT RETURN your form to either of these addresses. Send completed forms to the Government Contracting Officer for the Contract/PR No. Listed in Block E.

A. CONTRACT LINE ITEM NO.		B. EXHIBIT		C. CATEGORY: TDP TM OTHER X	
D. SYSTEM/ITEM MK22 Mod 4 Rocket Motor Nozzle		E. CONTRACT / PR NO.		F. CONTRACT OR AIM, INC	
1. DATA ITEM NO. A003	2. TITLE OF DATA ITEM Certification/Data Report			3. SUBTITLE Process Certification	
4. AUTHORITY (Data Acquisition Document No.) DI-MISC-80678 (Advisory)		5. CONTRACT REFERENCE SOW Paragraph 2.b.3		6. REQUIRING OFFICE IHDIV, NSWC Code 631J	
7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED N/A	10. FREQUENCY As Required/lot	12. DATE OF FIRST SUBMISSION 31 Aug 99	14. DISTRIBUTION	
8. APP CODE		11. AS OF DATE	13. DATE OF SUBSEQUENT SUB.	15. TOTAL	
16. REMARKS BLOCK: 4 Use DID as a guide. Contractor format is acceptable. Format submitted shall be approved by the Government. 14. IHDIV, NSWC (Attn:Code 631J, Bldg 841, Room 16) Indian Head Division/Naval Surface Warfare Center 101 Strauss Avenue, Indian Head, MD 20640-5035				a. ADDRESSEE	
				b. COPIES	
				Draft Final Reg Repro	
				IHDIV, NSWC	
				Code 631J	
1. DATA ITEM A004				2. TITLE OF DATA ITEM Certification/Data Report	
3. SUBTITLE Serial Number Listing				4. AUTHORITY (Data Acquisition Document No.) DI-MISC-80678 (Advisory)	
5. CONTRACT REFERENCE SOW Paragraph 2.b.4				6. REQUIRING OFFICE IHDIV, NSWC, Code 631J	
7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED N/A	10. FREQUENCY As Required/lot	12. DATE OF FIRST SUBMISSION 31 Aug 99	14. DISTRIBUTION	
8. APP CODE		11. AS OF DATE	13. DATE OF SUBSEQUENT SUBMISSION	15. TOTAL	
16. REMARKS BLOCK: 4 Use DID as a guide. Contractor format is acceptable. Format submitted shall be approved by the Government. 14. IHDIV, NSWC (Attn:Code 631J, Bldg 841, Room 16) Indian Head Division/Naval Surface Warfare Center 101 Strauss Avenue, Indian Head, MD 20640-5035				a. ADDRESSEE	
				b. COPIES	
				Draft Final Reg Repro	
				IHDIV, NSWC,	
				Code 631J	
15. TOTAL					
0 1 0					
H. DATE 15 JULY 98		I. APPROVED BY Elliott N. Blankenship		J. DATE 7-20-98 980716	

17. PRICE GROUP
18. ESTIMATED TOTAL PRICE

17. PRICE GROUP
18. ESTIMATED TOTAL PRICE

(2 Data Item)

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17. PRICE GROUP
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CONTRACT DATA REQUIREMENTS LIST

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CONTRACT LINE ITEM NO.		B. EXHIBIT		C. CATEGORY: TDP		T.M.		OTHER X	
D. SYSTEM/ITEM MK22 Mod 4 Rocket Motor Nozzle		E. CONTRACT / PR NO.		F. CONTRACTOR AIM, Inc.					
1. DATA ITEM NO. A007	2. TITLE OF DATA ITEM Quality Assessment Report			3. SUBTITLE Quality Assessment Report					
4. AUTHORITY (Data Acquisition Document No.) DI-QCIC-81187 (Advisory)		5. CONTRACT REFERENCE SOW Paragraph 2.b.7		6. REQUIRING OFFICE IHDIV, NSWC Code 631J					
7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED N/A	10. FREQUENCY As required/lot	12. DATE OF FIRST SUBMISSION 31 Aug 99		14. DISTRIBUTION				
8. APP CODE	11. AS OF DATE		13. DATE OF SUBSEQUENT SUB.		a. ADDRESSEE		b. COPIES		
					DRAFT		FINAL		
					Reg		Repro		
16. REMARKS BLOCK: 4 Use DID as a guide. Contractor format is acceptable. Format submitted shall be approved by the Government. 14. IHDIV, NSWC (Attn:Code 631J, Bldg 841, Room 16) Indian Head Division/Naval Surface Warfare Center 101 Strauss Avenue, Indian Head, MD 20640-5035					IHDIV, NSWC		1		
					Code 631J				
15. TOTAL					0		1		0

1. DATA ITEM A008		2. TITLE OF DATA ITEM Certification Data/Report		3. SUBTITLE Certs					
4. AUTHORITY (Data Acquisition Document No.) DI-MISC-80678 (Advisory)		5. CONTRACT REFERENCE SOW Paragraph 2.b.8		6. REQUIRING OFFICE IHDIV, NSWC Code 631J					
7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED N/A	10. FREQUENCY As required/lot	12. DATE OF FIRST SUBMISSION 31 Aug 99		14. DISTRIBUTION				
8. APP CODE	11. AS OF DATE		13. DATE OF SUBSEQUENT SUBMISSION		a. ADDRESSEE		b. COPIES		
					DRAFT		FINAL		
					Reg		Repro		
16. REMARKS BLOCK: 4 Use DID as a guide. Contractor format is acceptable. Format submitted shall be approved by the Government. 14. IHDIV, NSWC (Attn:Code 631J, Bldg 841, Room 16) Indian Head Division/Naval Surface Warfare Center 101 Strauss Avenue, Indian Head, MD 20640-5035					IHDIV, NSWC		1		
					Code 631J				
15. TOTAL					0		1		0

PREPARED BY CRAIG S. CORNISH		H. DATE 16 JULY 98		I. APPROVED BY ELLIOTT BLANKENSHIP		J. DATE 7-20-98	
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17. PRICE GROUP

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A. CONTRACT LINE ITEM NO.		B. EXHIBIT		C. CATEGORY: TDP		T.M.		OTHER X					
D. SYSTEM/ITEM MK22 Mod 4 Rocket Motor Nozzle				E. CONTRACT / PR NO.		F. CONTRACTOR AIM, Inc							
1. DATA ITEM NO. A009		2. TITLE OF DATA ITEM Test/Inspection Report			3. SUBTITLE Radiographic Inspection Plan								
4. AUTHORITY (Data Acquisition Document No.) DI-NDTI-80809 (Advisory)			5. CONTRACT REFERENCE SOW Paragraph 2.b.9			6. REQUIRING OFFICE IHDIV, NSWC Code 631J							
7. DD 250 REQ DD		9. DIST STATEMENT REQUIRED N/A		10. FREQUENCY As required/lot		12. DATE OF FIRST SUBMISSION 31 Aug 99		14. DISTRIBUTION					
8. APP CODE				11. AS OF DATE		13. DATE OF SUBSEQUENT SUB.		a. ADDRESSEE					
								b. COPIES					
								Draft					
								Final					
								Reg					
								Repro					
16. REMARKS BLOCK: 4 Use DID as a guide. Contractor format is acceptable. Format submitted shall be approved by the Government. 14. IHDIV, NSWC (Attn:Code 631J, Bldg 841, Room 16) Indian Head Division/Naval Surface Warfare Center 101 Strauss Avenue, Indian Head, MD 20640-5035								IHDIV, NSWC		1			
								Code 631J					
15. TOTAL		0		1		0							
1. DATA ITEM A010		2. TITLE OF DATA ITEM First Article Casting Report			3. SUBTITLE First Article Data and Certificates								
4. AUTHORITY (Data Acquisition Document No.) DI-MECA-80961			5. CONTRACT REFERENCE SOW 2.b.10			6. REQUIRING OFFICE IHDIV, NSWC Code 631J							
7. DD 250 REQ LT		9. DIST STATEMENT REQUIRED N/A		10. FREQUENCY As required/lot		12. DATE OF FIRST SUBMISSION 31 Aug 99		14. DISTRIBUTION					
8. APP CODE				11. AS OF DATE		13. DATE OF SUBSEQUENT SUBMISSION		a. ADDRESSEE					
								b. COPIES					
								Draft					
								Final					
								Reg					
								Repro					
16. REMARKS BLOCK: 4 Use DID as a guide. Contractor format is acceptable. Format submitted shall be approved by the Government. 14. IHDIV, NSWC (Attn:Code 631J, Bldg 841, Room 16) Indian Head Division/Naval Surface Warfare Center 101 Strauss Avenue, Indian Head, MD 20640-5035								IHDIV, NSWC		1			
								Code 631J					
15. TOTAL		0		1		0							
PREPARED BY CRAIG S. CORNISH		H. DATE 16 JULY 98		I. APPROVED BY ELLIOTT BLANKENSHIP		J. DATE 7-20-98 980716							

17. PRICE GROUP	
18. ESTIMATED TOTAL PRICE	

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CONTRACT DATA REQUIREMENTS LIST

(2 Data Item)

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A. CONTRACT LINE ITEM NO.		B. EXHIBIT		C. CATEGORY: TDP TM OTHER X	
D. SYSTEM/ITEM MK22 Mod 4 Rocket Motor Nozzle		E. CONTRACT / PR NO.		F. CONTRACTOR AIM, Inc	
1. DATA ITEM NO. A011	2. TITLE OF DATA ITEM Certification/Data Report			3. SUBTITLE Heat Treat Charts	
4. AUTHORITY (Data Acquisition Document No.) DI-NDTI-80809 (Advisory)		5. CONTRACT REFERENCE SOW Paragraph 2.b.11		6. REQUIRING OFFICE IHDIV, NSWC	
7. DD 250 REQ DD	9. DIST STATEMENT REQUIRED N/A	10. FREQUENCY As required/lot	12. DATE OF FIRST SUBMISSION 31 Aug 99	14. DISTRIBUTION	
8. APP CODE		11. AS OF DATE	13. DATE OF SUBSEQUENT SUB.	a. ADDRESSEE	
16. REMARKS BLOCK: 4 Use DID as a guide. Contractor format is acceptable. Format submitted shall be approved by the Government. 14. IHDIV, NSWC (Attn:Code 631J, Bldg 841, Room 16) Indian Head Division/Naval Surface Warfare Center 101 Strauss Avenue, Indian Head, MD 20640-5035				b. COPIES	
				Draft	
				FINAL	
				Reg	
				Repro	
				IHDIV, NSWC	
				Code 631J	
15. TOTAL				0	1

1. DATA ITEM A012	2. TITLE OF DATA ITEM Certification/Data Report		3. SUBTITLE Heat Treat Certifications		
4. AUTHORITY (Data Acquisition Document No.) DI-MISC-80678 (Advisory)		5. CONTRACT REFERENCE SOW Paragraph 2.b.12		6. REQUIRING OFFICE IHDIV, NSWC Code 631J	
7. DD 250 REQ DD	9. DIST STATEMENT REQUIRED N/A	10. FREQUENCY As required/lot	12. DATE OF FIRST SUBMISSION 31 Aug 99	14. DISTRIBUTION	
8. APP CODE		11. AS OF DATE	13. DATE OF SUBSEQUENT SUBMISSION	a. ADDRESSEE	
16. REMARKS BLOCK: 4 Use DID as a guide. Contractor format is acceptable. Format submitted shall be approved by the Government. 14. IHDIV, NSWC (Attn:Code 631J, Bldg 841, Room 16) Indian Head Division/Naval Surface Warfare Center 101 Strauss Avenue, Indian Head, MD 20640-5035				b. COPIES	
				Draft	
				FINAL	
				Reg	
				Repro	
				IHDIV, NSWC	
				Code 631J	
15. TOTAL				0	1

PREPARED BY CRAIG S. CORNISH	H. DATE 16 JULY 98	I. APPROVED BY ELLIOTT N. BLANKENSHIP	J. DATE 7-20-98 980716
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17. PRICE GROUP

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17. PRICE GROUP

18. ESTIMATED TOTAL PRICE

CONTRACT DATA REQUIREMENTS LIST

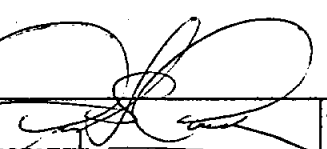
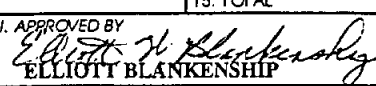
(2 Data Item)

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A. CONTRACT LINE ITEM NO.		B. EXHIBIT		C. CATEGORY: TDP TM OTHER X	
D. SYSTEM/ITEM MK22 Mod 4 Rocket Motor Nozzle		E. CONTRACT / PR NO.		F. CONTRACTOR AIM, Inc.	
1. DATA ITEM NO. A013	2. TITLE OF DATA ITEM Certification data/Report			3. SUBTITLE X-rays and Read Sheets	
4. AUTHORITY (Data Acquisition Document No.) DI-MISC-80678 (Advisory)		5. CONTRACT REFERENCE SOW (Paragraph 2.b.13)		6. REQUIRING OFFICE IHDIV, NSWC Code 631J	
7. DD 250 REQ DD	9. DIST STATEMENT REQUIRED N/A	10. FREQUENCY As required/lot	12. DATE OF FIRST SUBMISSION 31 Aug 99	14. DISTRIBUTION	
8. APP CODE		11. AS OF DATE	13. DATE OF SUBSEQUENT SUB.	a. ADDRESSEE	
				b. COPIES	
				Draft Reg Repro	
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15. TOTAL				0	1

1. DATA ITEM A014		2. TITLE OF DATA ITEM DI-MISC-80678 (Advisory)		3. SUBTITLE Dye Penetrant Certification	
4. AUTHORITY (Data Acquisition Document No.) DI-MISC-80678 (Advisory)		5. CONTRACT REFERENCE SOW (Paragraph 2.b.14)		6. REQUIRING OFFICE IHDIV, NSWC Code 631J	
7. DD 250 REQ DD	9. DIST STATEMENT REQUIRED N/A	10. FREQUENCY As required/lot	12. DATE OF FIRST SUBMISSION 31 Aug 99	14. DISTRIBUTION	
8. APP CODE		11. AS OF DATE	13. DATE OF SUBSEQUENT SUBMISSION	a. ADDRESSEE	
				b. COPIES	
				Draft Reg Repro	
16. REMARKS BLOCK: 4 Use DID as a guide. Contractor format is acceptable. Format submitted shall be approved by the Government. 14. IHDIV, NSWC (Attn:Code 631J, Bldg 841, Room 16) Indian Head Division/Naval Surface Warfare Center 101 Strauss Avenue, Indian Head, MD 20640-5035				IHDIV, NSWC	
15. TOTAL				0	1

PREPARED BY  CRAIG S. CORNISH		H. DATE 16 JULY 98	I. APPROVED BY  ELLIOTT BLANKENSHIP	J. DATE 7-20-98 980716
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17. PRICE GROUP

18. ESTIMATED TOTAL PRICE

17. PRICE GROUP

18. ESTIMATED TOTAL PRICE

CONTRACT DATA REQUIREMENTS LIST

(2 Data Item)

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OMB No. 0704-0188

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A. CONTRACT LINE ITEM NO.		B. EXHIBIT		C. CATEGORY: TDP TM OTHER X	
D. SYSTEM/ITEM MK22 Mod 4 Rocket Motor Nozzle		E. CONTRACT / PR NO.		F. CONTRACTOR AIM, Inc.	
1. DATA ITEM NO. A015	2. TITLE OF DATA ITEM Certification Data/Report			3. SUBTITLE Mechanical Properties Certification	
4. AUTHORITY (Data Acquisition Document No.) DI-MISC-80678 (Advisory)		5. CONTRACT REFERENCE SOW Paragraph 2.b.15		6. REQUIRING OFFICE IHDIV, NSWC Code 631J	
7. DD 250 REQ DD	9. DIST STATEMENT REQUIRED N/A	10. FREQUENCY As required/lot	12. DATE OF FIRST SUBMISSION 31 Aug 99	14. DISTRIBUTION	
8. APP CODE		11. AS OF DATE	13. DATE OF SUBSEQUENT SUB.	a. ADDRESSEE	b. COPIES
				Draft	Final Reg Repro
16. REMARKS BLOCK: 4 Use DID as a guide. Contractor format is acceptable. Format submitted shall be approved by the Government. 14. IHDIV, NSWC (Attn:Code 631J, Bldg 841, Room 16) Indian Head Division/Naval Surface Warfare Center 101 Strauss Avenue, Indian Head, MD 20640-5035				IHDIV, NSWC	
				Code 631J	
15. TOTAL				0	1

1. DATA ITEM A016		2. TITLE OF DATA ITEM Certification Data/Report		3. SUBTITLE Passivation Certification	
4. AUTHORITY (Data Acquisition Document No.) DI-MISC-80678 (Advisory)		5. CONTRACT REFERENCE SOW Paragraph 2.b.16		6. REQUIRING OFFICE IHDIV, NSWC Code 631J	
7. DD 250 REQ DD	9. DIST STATEMENT REQUIRED N/A	10. FREQUENCY As required/lot	12. DATE OF FIRST SUBMISSION 31 Aug 99	14. DISTRIBUTION	
8. APP CODE		11. AS OF DATE	13. DATE OF SUBSEQUENT SUBMISSION	a. ADDRESSEE	b. COPIES
				Draft	Final Reg Repro
16. REMARKS BLOCK: 4 Use DID as a guide. Contractor format is acceptable. Format submitted shall be approved by the Government. 14. IHDIV, NSWC (Attn:Code 631J, Bldg 841, Room 16) Indian Head Division/Naval Surface Warfare Center 101 Strauss Avenue, Indian Head, MD 20640-5035				IHDIV, NSWC	
				Code 631J	
15. TOTAL				0	0

G. PREPARED BY CRAIG S. CORNISH		H. DATE 16 JULY 98	I. APPROVED BY ELLIOTT BLANKENSHIP	J. DATE 7-20-98 980716
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17. PRICE GROUP

18. ESTIMATED TOTAL PRICE

17. PRICE GROUP

18. ESTIMATED TOTAL PRICE

DATA ITEM DESCRIPTION		Form Approved CAMS No 0704 0188	
1. TITLE CHEMICAL AND PHYSICAL PROPERTIES FOR FORGING OR CASTING ANALYSIS REPORT		2. IDENTIFICATION NUMBER DI-FORG-81196	
3. DESCRIPTION/PURPOSE 3.1 The Chemical and Physical Properties for Forging or Casting Analysis Report provides information on the chemical composition and mechanical properties of forgings or castings.			
4. APPROVAL DATE (YYMMDD) 910502	5. OFFICE OF PRIMARY RESPONSIBILITY (OPR) MR	6a. DTK APPLICABLE	6b. GIDEP APPLICABLE
7. APPLICATION/INTERRELATIONSHIP 7.1 This Data Item Description (DID) satisfies the requirements of paragraph 3.12 of MIL-S-46172A. 7.2 This Data Item Description (DID) supersedes DI-P-1638.			
8. APPROVAL LIMITATION		9a. APPLICABLE FORMS	9b. AMSC NUMBER A6120
10. PREPARATION INSTRUCTIONS 10.1 <u>Reference documents</u> . The applicable issue of the documents cited herein, including their approval dates and dates of any applicable amendments, notices, and revisions, shall be as specified in the contract. 10.2 <u>Format</u> . The Chemical and Physical Properties for Forging or Casting Analysis Report format shall be contractor selected. Unless effective presentation would be degraded the initially used format arrangement shall be used for all subsequent submissions. 10.3 <u>Content</u> . The Chemical and Physical Properties for Forging or Casting Analysis Report content shall be in accordance with the elements of Figure 1 and the following requirements. 10.3.1 <u>General information</u> . RECORD OF TREATMENT AND TEST OF (enter appropriate identification), Contract (name and address of contractor), Contract Order No., Date, Specification No., Drawing No., Forging/Casting No., Heat No., Date Cast/Forged, Shipped To (Released), and Date Shipped, Released. 10.3.2 <u>Chemical analysis</u> . The complete Obtained and Required chemical composition (C - carbon, MN - manganese, P - phosphorus, S - sulfur, Si - silicon, Ni - Nickel, Cr - chromium, Mo - molybdenum, V - vanadium, blank - other) of the forging or casting. (Continued on Page 2)			
11. DISTRIBUTION STATEMENT DISTRIBUTION STATEMENT A: Approved for public release; distribution is unlimited.			

10. PREPARATION INSTRUCTIONS (Continued)

10.3.3 Physical information. Macroetch Satisfactory, Macroetch Not Taken, Cold Worked and Soaked, Not Cold Worked, Ingot No., Type of Ingot, Ingot Size, Length (inches), Total Weight, Wt (weight) Above Piece, Wt (weight) Below Piece, Date Forged.

10.3.4 Heat treatment procedure. A complete and detailed description of the heat treatment procedure including the date completed.

10.3.5 Mechanical properties. Specimen Locations, Y.S. (yield strength), T.S. (tensile strength), Elong Percent (percent elongation), R.A. Percent (reduction of area %), Hardness, Fracture, and Charpy (Ft-Lb) values.

10.3.6 Authentication. The Chemical and Physical Properties for Forging or Casting Analysis Report shall include identification of the person performing the physical tests (PHYSICAL TESTS MADE BY) and shall be signed by the appropriate Government Inspector with the Place and Date identified.

[illegible]

Figure 1. Sample Format

DATA ITEM DESCRIPTION

Form Approved
OMB No. 0704-0188

The reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503.

1. LE

TEST/INSPECTION REPORT

2. IDENTIFICATION NUMBER

DI-NDTI-80809B

3. DESCRIPTION/PURPOSE

3.1 The test/inspection report is used to document test/inspection results, findings, and analyses that will enable the government or contracting agency to evaluate compliance with system requirements, performance objectives, specifications, and test/inspection plans.

4. APPROVAL DATE
(YYMMDD)

970124

5. OFFICE OF PRIMARY RESPONSIBILITY (OPR)

F/AFMC-DOP

6a. DTIC APPLICABLE

6b. GIOEP APPLICABLE

7. APPLICATION/INTERRELATIONSHIP

7.1 This data item description (DID) contains the format and content preparation instructions for the data product generated by the specific and discrete task requirement as delineated in the contract.

7.2 This DID is applicable to engineering (developmental), preliminary qualification, qualification, and acceptance testing.

7.3 This DID supersedes DI-NDTI-80809A and DI-MISC-80653.

8. APPROVAL LIMITATION

9a. APPLICABLE FORMS

9b. AMSC NUMBER

F7231

10. PREPARATION INSTRUCTIONS

10.1 Format. Contractor format is acceptable. Organize the information required by paragraph 10.2 and its subparagraphs in a manner that facilitates presentation and understanding.

10.2 Content. The test/inspection report shall contain the following information, as applicable.

10.2.1 Cover and title page. The following information shall appear on the outside front cover and title page:

- Report date.
- Report number (contractor or government).
- Contractor's name, address, and commercial and government entity code.
- Contract number and contract line item number or sequence number (if applicable).
- Type of test/inspection (for example, first article acceptance test, quality conformance inspection, developmental test, qualification test, environmental test).
- Identification of item tested/inspected.
- Date or period of test/inspection.
- Name and address of requiring government activity.
- Security classification, downgrading and declassifying information, if applicable.

(Continued on page 2)

11. DISTRIBUTION STATEMENT

DISTRIBUTION STATEMENT A: APPROVED FOR PUBLIC RELEASE; DISTRIBUTION IS UNLIMITED.

DI-NDTI-80809B

Block 10, Preparation Instructions (continued)

10.2.2 Table of contents. The table of contents shall identify the following:

- a. The title and starting page of each major section, paragraph, and appendix of the report.
- b. The page, identifying number, and title of each illustration (for example; figure, table, photograph, chart, and drawing).

10.2.3 Introduction. The introduction shall include the following information:

10.2.3.1 Test/inspection objective(s). The specific test/inspection objective(s) as specified in the contract tasking document.

10.2.3.2 Item(s) tested/inspected. Complete identification of the item(s) tested/inspected including the following:

- a. Nomenclature.
- b. National stock number.
- c. Model number, part number, and serial number
- d. Type of item (for example, prototype, production item, laboratory model).
- e. Serial or lot number.
- f. Applicable engineering changes.
- g. Production item specification, if applicable.
- h. Date of manufacture.

10.2.3.3 Test/inspection requirements. Complete identification of the test/inspection requirements correlated to contractual requirements including the following:

- a. Required test/inspection parameters.
- b. Performance requirements, acceptance or compliance limits, and environmental criteria.

10.2.4 Summary. Complete test/inspection report summary including the following:

- a. A brief discussion of the significant test/inspection results, observations, conclusions, and recommendations covered in greater detail elsewhere in the report.
- b. Proposed corrective actions and schedules for failures or problems encountered.
- c. Identification of deviations, departures, or limitations encountered, referenced to the contract requirements.
- d. Tables, graphs, illustrations, or charts as appropriate to simplify the summary data.

10.2.5 Reference documents. Complete identification of all documents referenced in the test/inspection report including the following, as applicable:

- a. Prior test/inspection reports on the same item.
- b. Test/inspection plans and procedure documents.
- c. Prior certifications of compliance.
- d. Contractor's file designation where test/inspection records are maintained.
- e. Input parameters used.

The applicable issue of the documents cited therein, including their approval dates and dates of any applicable amendments, notices, and revisions, shall be as specified in the contract.

DI-NDTI-80809B

10.2.6 Body of report. The body of the test/inspection report shall be as follows:

10.2.6.1 Test equipment identification. Complete identification of each item of test equipment used in the test/inspection including the following:

- a. Nomenclature.
- b. Model number.
- c. Serial number.
- d. Manufacturer.
- e. Calibration status.
- f. Accuracy data.
- g. Comments, if applicable.

10.2.6.2 Test/inspection facility installation and set-up. Complete description of the physical set-up used in conducting the test/inspection to include the following:

- a. Location or orientation of the item.
- b. Location, orientation, or settings of test equipment and instrumentation.
- c. Location, orientation, or settings of sensors and probes.
- d. Location or orientation of interconnections, cables, and hoop-ups.
- e. Electrical power, pneumatic, fluidic, and hydraulic requirements.

Drawings, illustrations, and photographs may be used for clarification.

10.2.6.3 Test/inspection procedures. Complete description of the procedures used in conducting the test/inspection to include the following:

- a. Item selection and inspection that verified suitability for test/inspection.
- b. Summarized sequence of testing/inspection steps, including a description of how the item was operated during the test/inspection, and any control conditions imposed.

10.2.6.4 Test/inspection results and analysis. A copy of all test/inspection results and analysis to include the following:

10.2.6.4.1 Recorded data. The actual recorded data (for example, log book entries, oscillographs, instrument readings, plotter graphs). If the recorded data is extensive, provide it in an appendix.

10.2.6.4.2 Test/inspection results. Identification of all test/inspection results to include the following:

- a. Matrices comparing results achieved against test/inspection objectives or requirements.
- b. A discussion of those matrices as to their significance, and how they compare to any prior test/inspections.
- c. Calculation examples.
- d. Discussion of anomalies, deviations, discrepancies, or failures, including their impact, causes, and proposed corrective actions. The discussion shall address discrepancies between design requirements and the tested/inspected configuration.

10.2.6.5 Conclusions. Test/inspection conclusions distinguished between objective and subjective to include the following:

- a. The effectiveness of the test/inspection procedures in measuring item performance.

DI-NDTI-808098

- b. The success or failure of the item to meet required test/inspection objectives.
- c. The need for repeat, additional, or alternative tests/inspections.
- d. The need for item redesign or further development.
- e. The need for improved test/inspection procedures, techniques, or facilities.
- f. The adequacy and completeness of the test/inspection requirements.

10.2.6.6 Recommendations. Recommendations appropriate to the test/inspection results and conclusions including the following:

- a. Acceptability of the item tested/inspected (pass or fail).
- b. Additional testing/inspection required.
- c. Redesign required.
- d. Problem resolution.
- e. Test/inspection procedure or facility improvements.
- f. Disposition of items tested/inspected.
- g. Documentation changes required.
- h. Testing/inspection improvements.

10.2.7 Authentication. The following certifications shall be included, as applicable:

10.2.7.1 Authentication of test/inspection results. A statement that the test/inspection was performed in accordance with applicable test/inspection plans and procedures, and that the results are true and accurate. The authentication shall include the signature of the contractor personnel that performed the test(s)/inspection(s), a contractor representative authorized to make such certification, and any government witnesses.

10.2.7.2 Authentication of prior validation. A statement identifying those requirements not tested/inspected or measured that were previously validated. Include identification of the data and method employed for such validation (for example, prior test/inspection, analytical verification, equivalent item, and so on). The authentication shall include the signature of a contractor representative authorized to make such authentication and any government witness.

10.2.7.3 Authentication of acceptability. A statement that the item tested/inspected either passed or failed item acceptability requirements. This authentication shall include the signature of a contractor representative authorized to make such authentication and any government witness.

10.2.8 Appendices. Appendices shall be used to append detailed test/inspection data, drawings, photographs, or other documentation too voluminous to include in the main body of the report. This includes referenced documentation not previously provided by the government, and test/inspection reports from any associated test/inspection activity that may have performed some of the testing/inspecting requirements.

DATA ITEM DESCRIPTION

Form Approved
OMB No. 0704-0183

1. TITLE

Certification/Data Report

2. IDENTIFICATION NUMBER

DI-MISC-80678

3. DESCRIPTION/PURPOSE

3.1 Certification data is required to verify that specific qualifications have been obtained, tests have been performed, parts/assemblies/equipments/systems have been installed, tested, inspected and are ready for operation; that personnel have specific qualifications to perform assignments/operations/inspections; or to certify identity, interchangeability, (Continued on page 2.)

4. APPROVAL DATE (YYMMDD)

880912

5. OFFICE OF PRIMARY RESPONSIBILITY (OPR)

N/SEA 5523

6a. DTIC APPLICABLE

6b. GIDEP APPLICABLE

7. APPLICATION/INTERRELATIONSHIP

7.1 Certification may be required for a single event/operation, or may be required for a specified time period, or certification may be required on a continuing basis with periodic re-certification or updating of the original certification.

7.2 The technical content requirements for this item shall be specified in the contract. When this DID is applied to contracts acquiring items via a military specification prepared in accordance with MIL-STD-961, the necessary detailed technical requirements shall be (Continued on page 2.)

8. APPROVAL LIMITATION

9a. APPLICABLE FORMS

9b. AMSC NUMBER

N4533

10. PREPARATION INSTRUCTIONS

10.1 Format. The report shall be typewritten in narrative format on the contractor's form. The report shall cover the type of certification specified in Block 3, "Subtitle," of the CDRL, DD Form 1423.

10.2 Content. The report shall contain the contract number and data item sequence number, and shall contain a statement that specifically identifies the purpose and applicability of this certification.

10.2.1 Certification of completion. Certification that tests have been performed, inspections made, parts/assemblies/equipments/systems have been installed, tested, inspected, and area ready for operation, or that specific qualifications have been obtained shall provide objective evidence in support of the certification. Objective evidence may include such items as spectographs, radiographs, material sampling, analysis, inspection and testing reports, or any other necessary documentation.

10.2.2 Certification of personnel. Certifications that personnel have specific qualifications shall be supported by licenses, permits, tests, statements of competency, or other documentation. The specific capabilities to perform an assignment, inspection, or other operations shall be stated in the certification.

10.2.3 Certification of data reviews. Certifications that documentation/data has been reviewed shall contain a statement of the "depth" of the examination and the results thereof. If the documentation being reviewed cannot be certified, the report shall so state and shall list the reasons, i.e., deficiencies, conflicting data, etc. (Continued on page 2.)

11. DISTRIBUTION STATEMENT

DISTRIBUTION STATEMENT A: Approved for public release; distribution is unlimited.

DATA ITEM DESCRIPTION

Form Approved
OMB No. 0704-0188

TITLE

REPAIRABLE ITEM INSPECTION REPORT

1. IDENTIFICATION NUMBER

DI-ILSS-80386

3. DESCRIPTION/PURPOSE

3.1 This data documents the contractor's inspection of the malfunctioning unit for repair and the extent of repair performed on the unit.

3.2 This data will be used by the government to determine the types and quantity of unit malfunctions and evaluate the need for further corrective action.

4. APPROVAL DATE
(YYMMDD)

870727

5. OFFICE OF PRIMARY RESPONSIBILITY (OPR)

F/WR-ALC/MMRM

6a. DTIC REQUIRED

6b. GIDEP REQUIRED

7. APPLICATION/INTERRELATIONSHIP

7.1 This DID contains the format and content preparation instruction for the data product generated by the specific and discrete task requirement as delineated in the contract.

7.2 This DID is applicable to contractor repair contracts.

8. APPROVAL LIMITATION

9a. APPLICABLE FORMS

9b. AMSC NUMBER

F4151

REPARATION INSTRUCTIONS

10.1 Specific Instructions.

10.1.1 Contents. The Repairable Item Inspection Report may be prepared in the contractor selected format. The content of the report shall include the following data elements:

- a. Inspection item analysis number
- b. Contract number
- c. National stock number
- d. Part number
- e. Serial number
- f. A listing of repair date codes on the unit.
- g. Quantitative details stating the electrical and physical test requirements and parameters which the part does not meet.

(Continued on Page 2)

1. DISTRIBUTION STATEMENT

DISTRIBUTION STATEMENT A: Approved for public release; distribution is unlimited.

DATA ITEM DESCRIPTION

Form Approved
OMB No. 0704-0183

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1. TITLE Quality Assessment Report		2. IDENTIFICATION NUMBER DI-QCIC-81187	
3. DESCRIPTION/PURPOSE 3.1 The Quality Assessment Report provides inspection (examination and test) data. 3.2 The report is used to assess process and product conformance to technical requirements for quality, reliability, and functional performance, identify problems, and initiate corrective actions or quality improvements.			
4. APPROVAL DATE (YYMMDD) 910425	5. OFFICE OF PRIMARY RESPONSIBILITY (OPR) A/MICOM	6a. DTIC APPLICABLE	6b. GIDEP APPLICABLE
7. APPLICATION/INTERRELATIONSHIP 7.1 This Data Item Description (DID) contains the format and content preparation instructions for the data product generated by the specific and discrete task requirement as delineated in the contract. 7.2 This DID is applicable for complex systems, major items, subsystems, equipment, and components. This DID is essential for complex systems and major items. 7.3 This DID supersedes DI-R-1724, DI-R-1756, and DI-T-1907.			
8. APPROVAL LIMITATION		9a. APPLICABLE FORMS	9b. AMSC NUMBER A6111

10. PREPARATION INSTRUCTIONS
- 10.1 Format. The Quality Assessment Report shall be contractor selected. Unless effective presentation would be degraded, the initially used format arrangement shall be used for all subsequent submissions.
- 10.2 Content. The Quality Assessment Report shall contain tables, charts, photographs, and narrative analysis of quality status, problems, and corrective action taken, or recommended for the following areas:
- a. Receiving inspection. Provide statistical evidence that incoming supplies conform to established quality requirements, to include results of vendor rating and vendor surveillance activities.
 - b. Manufacturing operations. Provide evidence that statistical in-process control of quality is maintained in all areas of manufacturing processes.

(Continued on Page 2)

DISTRIBUTION STATEMENT
DISTRIBUTION STATEMENT A: Approved for public release; distribution is unlimited.

Block 10, Preparation Instructions (Continued)

- c. Special processes. Provide failure rates (the ratio of first test failures divided by the first test failures plus the first test successes) for major system assemblies, subsystems, and systems functional test at the various functional checkpoints during manufacturing and testing, supported with tables to associate the failure with the next lower assembly/subassembly of functional circuitry, as appropriate. Failure rates for reworked or rebuilt assemblies shall be segregated and identified.
- d. Assembly operation. Provide documentation to reflect the frequency and type of problems associated with major items of system equipment.
- e. Final inspection. Provide documentation of the analysis of quality data to show that process and product quality problem areas have been identified and corrective action implemented.
- f. Field performance. Provide documentation assessing the quality status of field performance.
- g. Special problems. Provide items of special interest, i.e., continuing quality or design problems, based on information generated during quality audit, quality surveys, or investigation of field complaints.
- h. Inspection equipment. Provide detailed qualitative and quantitative results, including test conditions, methods and inspection equipment used in the examination of the system or item.

DATA ITEM DESCRIPTION

Form Approved
OMB No. 0704-0188

2. FILE

First Article Casting Report

1. IDENTIFICATION NUMBER

DI-MECA- 80961

3. DESCRIPTION/PURPOSE

3.1 This report provides the Government with the inspection and test results of the first article casting and sufficient details to describe the process required to make the castings to assist in preventing changes without Government approval.

4. APPROVAL DATE
(YYMMDD)

900307

5. OFFICE OF PRIMARY RESPONSIBILITY (OPR)

SH/05:12

6a. DTIC APPLICABLE

6b. GIOEP APPLICABLE

7. APPLICATION/INTERRELATIONSHIP

7.1 This Data Item Description contains the format and content preparation instructions for the data product generated by the specific and discrete task requirement as delineated in the contract.

7.2 This DID is applicable to first article casting tests both ferrous and nonferrous.

7.3 When so marked, the data product covered (Continued on Page 2)

8. APPROVAL LIMITATION

9a. APPLICABLE FORMS

9b. AMSC NUMBER

N4911

10. PREPARATION INSTRUCTIONS

10.1 Format The first article test report shall be prepared on standard 8-1/2 X 11 inch bond paper in contractor format. First page of the report shall include company letterhead.

10.2 Content First article casting report shall contain the following: unless otherwise specified.

- a. Contract number.
- b. Part name
- c. Casting drawing number or pattern number.
- d. Location and size of risers, chills and gates
- e. Holding process; i.e., sand, permanent mold, investment, etc.
- f. Mold materials, i.e., type of sand, binder, etc.
- g. Type of melting and refining unit
- h. Melting and degassing procedures
- i. Pouring temperature range.
- j. Actual heat treatment times and temperatures.
- k. Results of the specified first article radiographic inspections.
- l. Results of the specified first article mechanical property tests, including location of test specimens.
- m. Results of any other tests required by the applicable specification and the contract for the first article casting.

11. DISTRIBUTION STATEMENT

DISTRIBUTION STATEMENT A. Approved for public release; distribution is unlimited.

First Article Test Plan

1.0 GENERAL

This test plan is supplied to the vendor as information only. The vendor is to manufacture motor tubes IAW the contract statement of work. The vendor is not required to perform this test plan.

- A. The standard quantity of nozzles to be submitted for inspection under this test plan shall be twenty (20). The units submitted shall be manufactured using the same supplies, processes, and procedures that the vendor will be using for production units.
- B. All twenty (20) of the nozzles shall be "end item" units IAW contract requirements.
- C. The contractor will send fifteen (15) of the twenty (20) nozzles to IHD/NSWC for dimensional inspection.
- D. The contractor will use the remaining five (5) nozzles for tensile bars as mentioned in Drawing 525-174-0132, Rev J. The contractor shall machine two (2) tensile bars from each of the five nozzles for a total of ten(10) tensile bars. The contractor will test five (5) of the ten(10) tensile bars and send the remaining five (5) tensile bars to IHD/NSWC. The tensile bars are to be machined in accordance with Drawing 525-174-0132, Rev J and figure (1).

2.0 Tests to be completed by NSWC on finished units

- A. All units shall be radiographically inspected,, IAW MIL-STD-2175, class 2, grade C using reference radiograph ASTM E192.
- B. All units shall undergo a full dimensional inspection. Hardness, Rockwell C, shall be measured at both ends and middle of the motor tube.
- C. All units shall undergo Dye penetrant testing 100% in accordance with Drawing 525-174-0132,Rev J and MIL-STD-2175A

3.0 Examination of certifications and data (all nozzles)

- A. The following certifications shall be reviewed for information content and format:
 - material certification (chemical composition)
 - dimensional certifications
 - hydrostatic certifications
 - painting certifications
 - shipment serial numbers listing

4.0 Application of this Test Plan:

A. Indian Head Division, Naval Surface Warfare Center (IHD/NSWC) reserves the right to omit steps from this test plan. The decision to omit steps will be based on the contractors past experience in manufacturing MK 22 MOD 4 Motor tubes.

PAST PERFORMANCE MATRIX

References	\$ Value of Contract	Work Description	Contract Completed on Time YES / NO	Contract Completed at Cost YES / NO (if no % of overrun)	Provide Explanation for NO answers

REFERENCES COLUMN SHOULD INCLUDE GOVERNMENT ACTIVITY/ COMPANY NAME, ADDRESS, POC AND TELEPHONE NUMBER.

PAST PERFORMANCE QUESTIONNAIRE COVERSHEET
FOR SOLICITATION NUMBER N00174-03-R-0010

Offeror's Name: _____

Name of agency/activity completing questionnaire: _____

Name and title of the person completing questionnaire: _____

Length of time your agency/activity has been involved with the offeror: _____

SUBMIT PAST PERFORMANCE QUESTIONNAIRE BY _____
TO:

NAVSEA Indian Head, Surface Warfare Center Division
101 Strauss Avenue, Bldg. 1558
Indian Head, MD 20640-5035
Attn: Levonson White, Contract Specialist, Code 1142G
e-mail address: whitelm@ih.navy.mil
Fax: 301-744-6547

RATING SCALE

Please use the following ratings to answer the questions.

EVALUATION CRITERIA

Excellent - The offeror's performance was consistently superior. The contractual performance was accomplished with minor problems, to which corrective action taken by the contractor was highly effective.

Good - The offeror's performance was better than average. The contractual performance was accomplished with some minor problems, to which corrective actions taken by the contractor were effective. They would be willing to do business with the offeror again.

Average- The offeror's performance was adequate. The contractual performance reflects a problem, to which the contractor has not yet identified corrective actions. Consideration would take part in awarding a contract to the offeror again.

Poor - The offeror's performance was entirely inadequate. The contractual performance of the element being assessed contains problems, to which the contractor's corrective actions appear to be or were ineffective. They would not do business with the offeror again under any circumstances.

N/A - The contractual performance of the element being assessed was never a requirement, never an issue, or there is no knowledge of the element in question.

Past Performance Questionnaire Interview Sheet

CUSTOMER SATISFACTION

The referenced contractor was responsive to the customer's needs.

The contractor's personnel were qualified to meet the requirements.

The contractor's ability to accurately estimate cost.

TIMELINESS

The contractor's ability to ensure, to the extent of its responsibility, that all tasks were completed within the requested time frame.

TECHNICAL SUCCESS

The contractor has a clear understanding of the tasks detailed in the SOW and/or delivery orders.

The contractor's ability to complete tasks correctly the first time.

The contractor's ability to resolve problems.

PROGRAM MANAGEMENT

Did the contractor successfully manage its subcontractors?

Was the contractor's management effective in controlling cost, schedule and performance requirements?

QUALITY OF SERVICE

The contractor's quality and reliability of services delivered.

[illegible]

PLEASE PROVIDE SUBJECTIVE RESPONSES FOR THE FOLLOWING:

1. Would you recommend this contractor for similar Government contracts? Please explain:
2. Have you experienced special or unique problems with the referenced contractor that the Government should be aware of in making our decision?